









Digitized by the Internet Archive  
in 2011 with funding from

The Law Foundation of Ontario & the Ontario Council of University Libraries



APPENDICES TO REPORT OF THE ROYAL  
COMMISSION ON THE PURCHASE OF LANDS  
BY HYDRO-ELECTRIC POWER COMMISSION.





## APPENDICES

Appendix 1. Map of Reserve.

2. Summary of Sarnia Area Line and Station Property Estimate May 31, 1956 (including drawing).

3. Summary of Estimates of Uncommon Costs for Alternative Station Sites July 31, 1957 (with drawings).

4. Project Approval C.A. 9690, October 30, 1957.

5. Property Acquisition Estimates for Sarnia Area approved by Commission on October 30, 1957 and January 22, 1958 (with drawing).

6. Estimates for Total Cost of Sarnia Project approved by Commission May 21, 1958, with reference to drawing included in Appendix 5.

7. Plan shewing lands acquired by Hydro from Dimensional Investments Ltd.

8. Property Division Estimates in the Sarnia Indian Reserve.

9. Map of Areas referred to in Appendix 8 and Estimated costs relating thereto.

10. Summary of Estimated Uncommon Construction Costs for alternate Station Sites - December 30, 1958 - Property Costs excluded (with drawing).

11. Estimated capital construction costs for Sarnia projects for alternative Station Sites - February 10, 1960 - Property Costs excluded (with drawings and with reference to the drawing in Appendix 5).

12. Ontario Hydro Partial Organization Chart Shewing Relationships of certain Divisions and Departments.

13. Memorandum to Hydro Commission January 6, 1959, from H. Hustler, Director of Property.

Ont.  
Comm.  
1960

59011

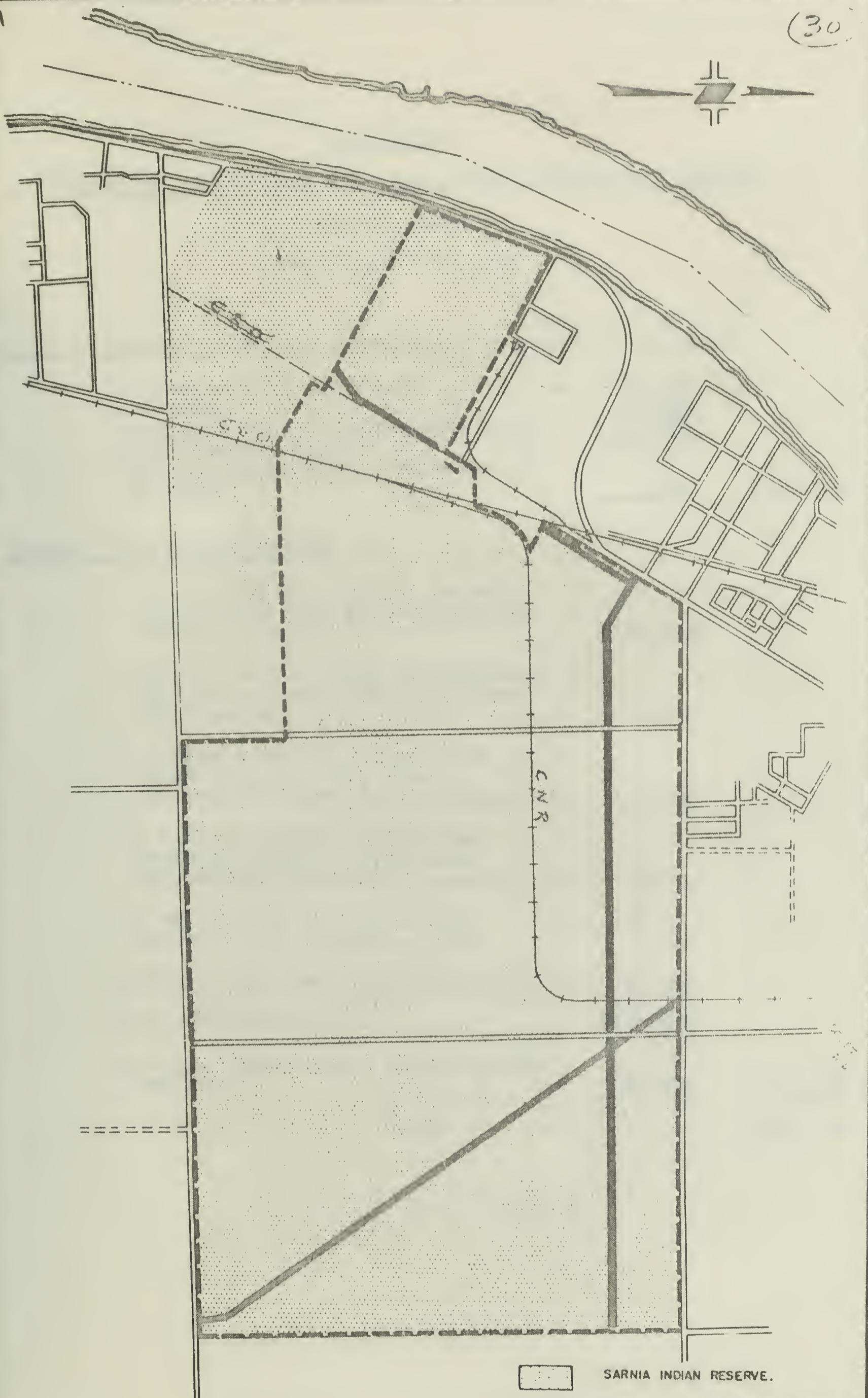


Appendices continued

14. Excerpt from Minutes of Meeting of the Hydro-Electric Power Commission of Ontario held on 21st day of January, 1959.
15. Letter dated 29th December, 1959 from C.F.H. Carson, Q.C. to Lorne McDonald, Q.C.
16. Agreement of sale dated 14th March, 1959, between the Crown and Dimensional Investments Ltd.
17. Agreement of Sale dated 11th March, 1959, between Dimensional Investments Ltd. and Hydro-Electric Power Commission of Ontario.



(30)





APPENDIX ISUMMARY OF SARNIA AREA LINE AND STATION PROPERTY ESTIMATEMAY 31, 1956

(Dwg. 13474 S.P. #1)

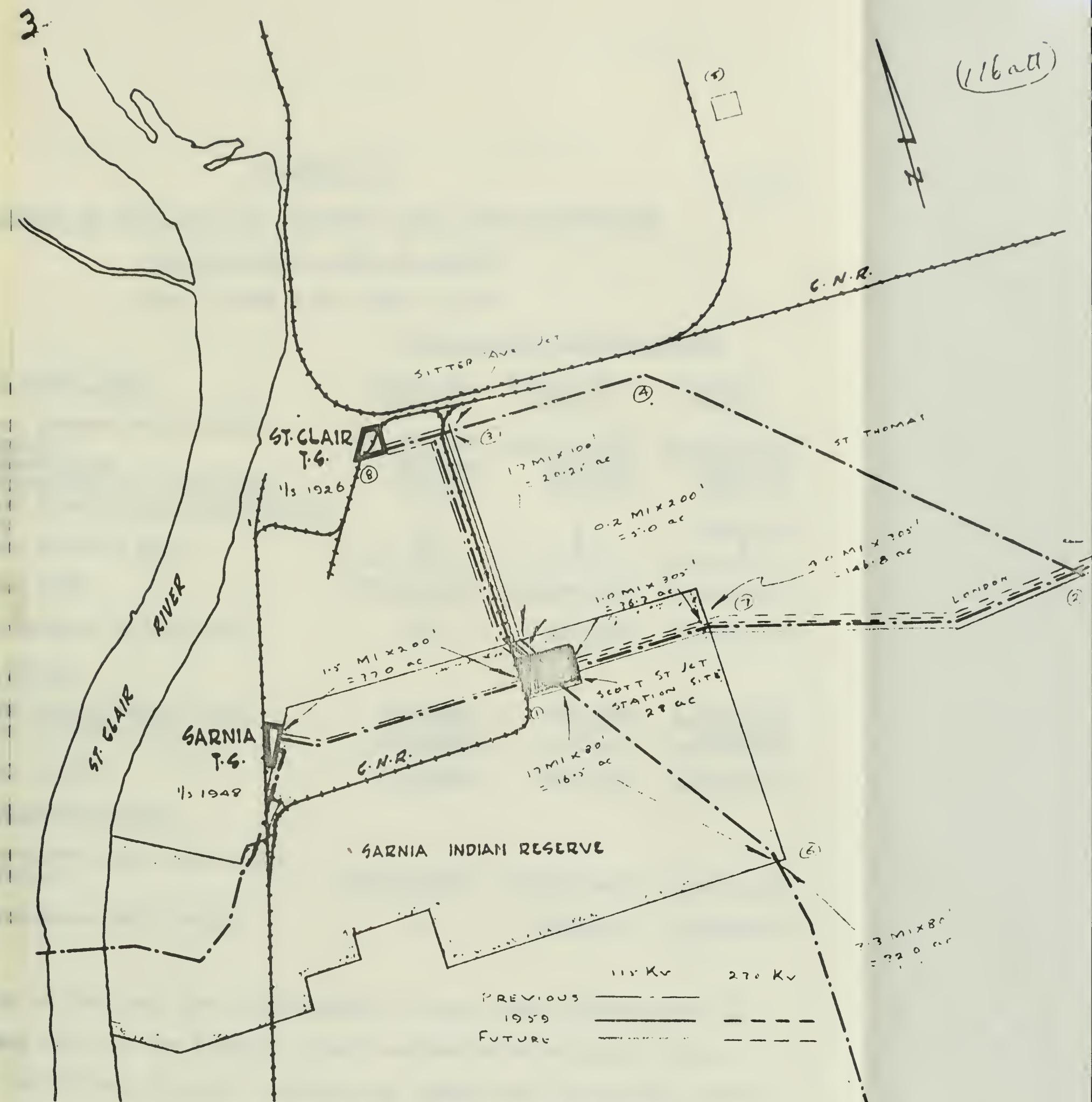
STATION PROPERTY (Minimum requirement specified - 28 acres)

27.3 acres at \$3,000/acre	-	\$ 82,000
Buildings	-	21,500
Contingencies and Acquisition Costs	-	11,950
Total Property Cost		<u>\$115,450</u>
Surveys, Engineering, Overheads and Interest		<u>3,350</u>
		\$123,800

TRANSMISSION LINE PROPERTY

5 miles x 305 ft. east to London; 183.5 acres from \$500-\$2000/acre (\$1075 average)	-	\$196,600
5 miles x 80 ft. south to Chatham; 48.5 acres from \$200-\$1500/acre (\$650 average)	-	31,500
1.5 miles x 200 ft. Sarnia T.S. to Scott St.; 37 acres from \$2000-\$4000/acre (\$3000 average)	-	111,000
1.9 miles x 100 ft. north from Scott St.; 22.75 acres from \$2500-\$3000/acre (\$2900 average)	-	66,000
0.2 mile x 100 ft. north from Scott St.; 2.5 acres @ \$2500	-	6,300
Contingencies and Acquisition Costs	-	<u>64,800</u>
Total Property Cost		<u>\$476,200</u>
Surveys, Engineering, Overheads and Indirects		<u>86,700</u>
TOTAL		<u>\$562,900</u>
		\$686,700





PROPERTY REQUIREMENTS INCLUDED IN ESTIMATE  
MAY 31, 1956

	<u>On Reserve</u>	<u>Off Reserve</u>	<u>Total</u>
Lines	58.5	235.7	294.2
Station	28.0	0	28.0
	<u>86.5</u>	<u>235.7</u>	<u>322.2</u>

Numbered sites - alternative locations  
considered in 1955 studies.

## SYSTEM PLANNING DEPT.

$$I_{in} = 4000 \text{ Fr}$$

MAP #1  
DIV. 13474 S.P.



## APPENDIX II

(116)

SUMMARY OF ESTIMATES OF UNCOMMON COSTS FOR ALTERNATIVE  
STATION SITES, JULY 31, 1952

(Dwgs. 13474 S.P.- Nos. 2,3,4)

	<u>Alternative Station Sites</u>		
	<u>Scott Sta.</u> (Map 2)	<u>230 kv</u> (Map 3)	<u>Collar</u> (Map 4)
<u>INITIAL STAGE 1959</u>			
Uncommon Transmission Costs			
Property	\$1,909,000	\$2,145,000	\$3,165,000
Construction	260,900	936,500	664,700
Engineering and Overheads	153,700	176,200	333,300
Uncommon Distribution Relocation Cost	0	0	152,000
Uncommon Station Cost	0	0	0
<b>Total 1959</b>	<b>\$2,323,600</b>	<b>\$3,257,700</b>	<b>\$4,315,000</b>
Approximate Differences	0	900,000	2,000,000
<u>FUTURE STAGE</u>			
Uncommon Transmission Cost	843,800	704,100	1,214,400
Uncommon Station Cost	<u>135,000</u>	<u>0</u>	<u>135,000</u>
<b>Total Future</b>	<b>978,800</b>	<b>704,100</b>	<b>1,349,400</b>
<u>TOTAL UNCOMMON COSTS</u>			
1959 uncommon costs plus p.v. of future	\$3,128,100	\$3,836,400	\$5,424,200
Approximate Differences	0	700,000	2,300,000

In order to indicate the relationship of the above differences to the total cost of the project, rough estimates were made of the common facilities (i.e. the station at Earnia and the common portion of the 230 kv line to London) and these were added to the above uncommon costs to give the following approximate totals:

1959 Totals	\$ 9,500,000	\$10,400,000	\$11,500,000
1959 Plus Future	10,300,000	11,000,000	12,600,000



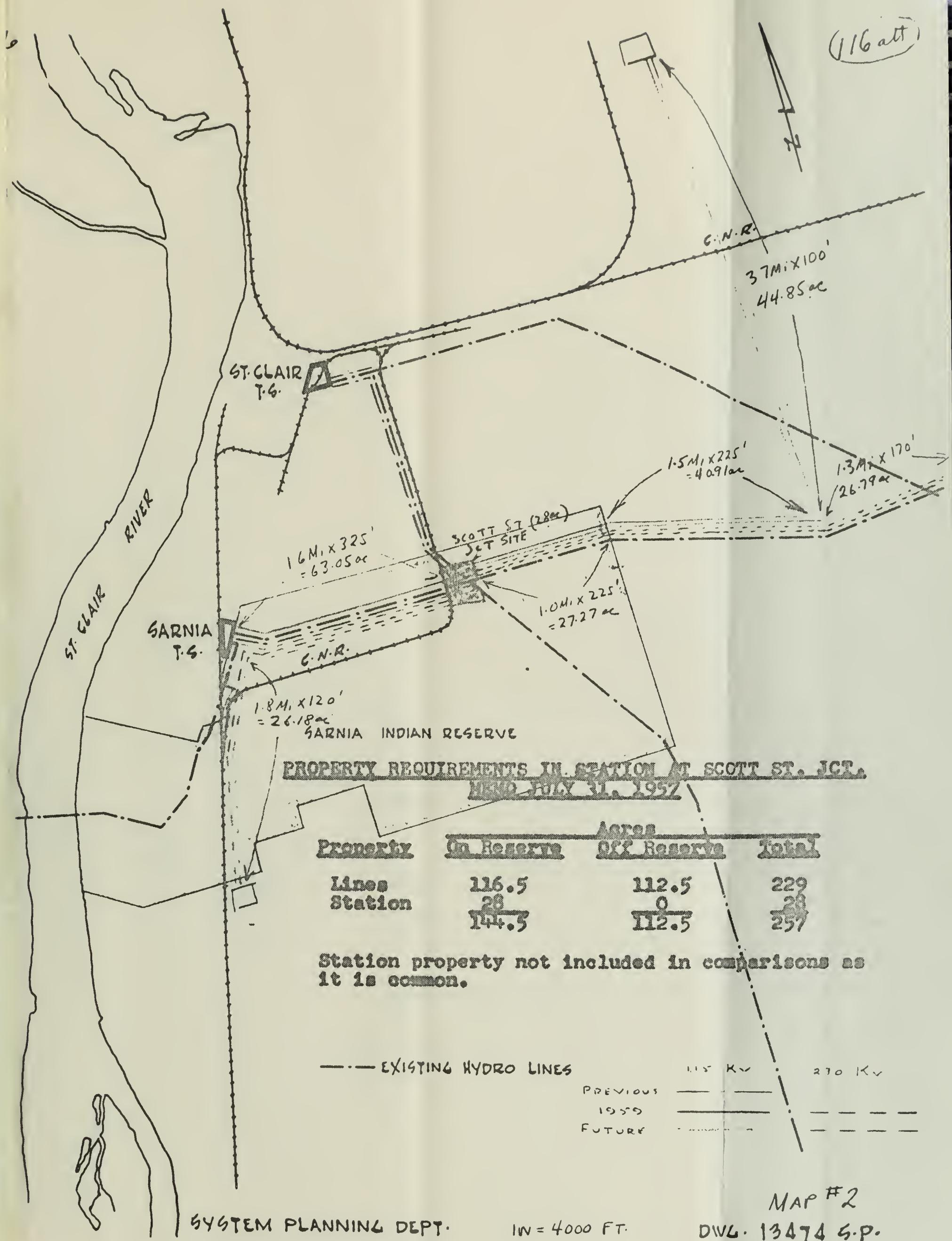
APPENDIX II (a)BREAKDOWN OF PROPERTY ESTIMATES APPENDIX II

(Dwg's. 13474 S.P.- Nos. 2,3,4)

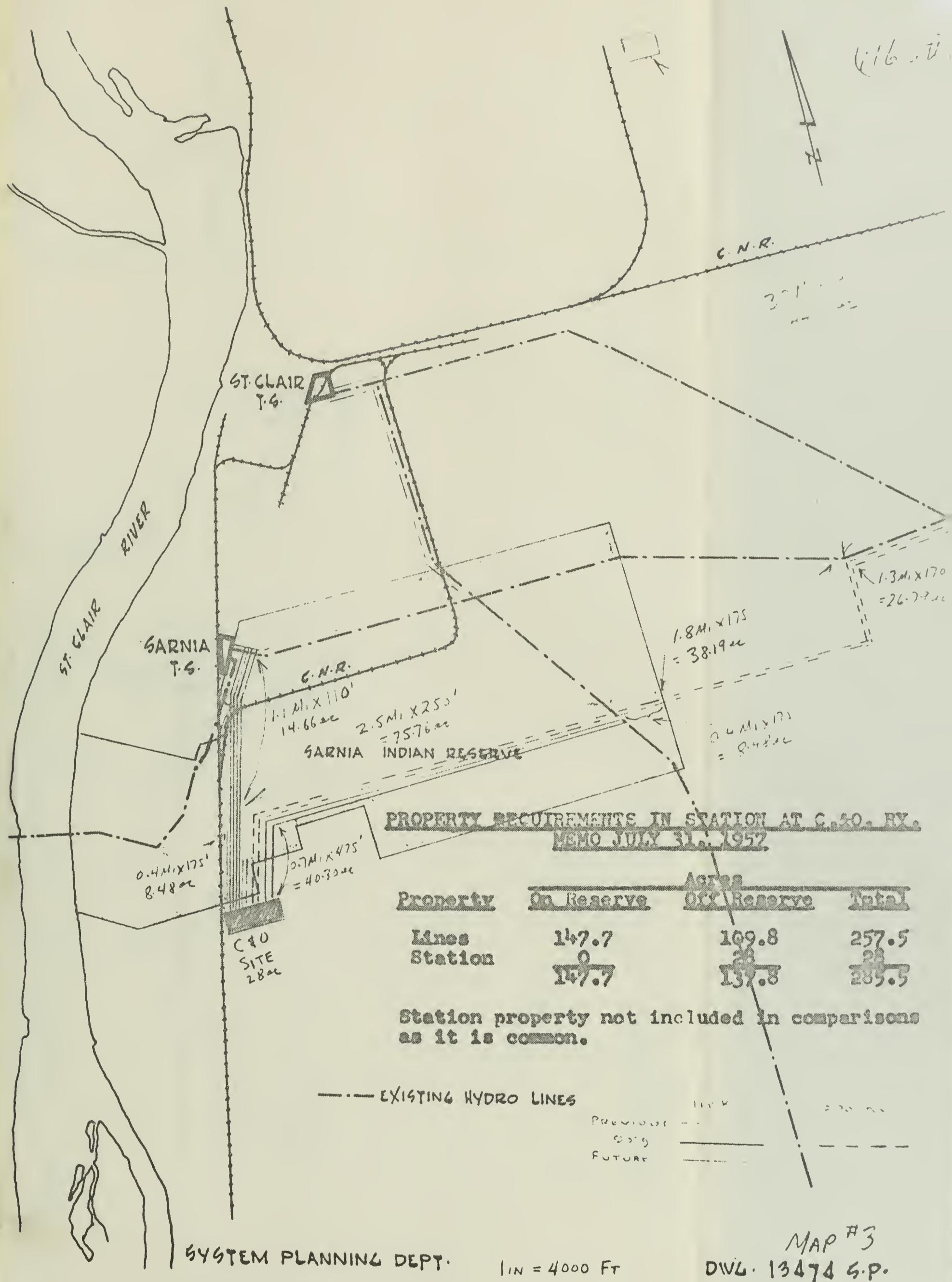
Alternative Station Sites

		<u>Scott St.</u>	<u>C. &amp; Q. Ry.</u>	<u>C.N.R.</u>
		Alt. 1 (Map #2)	Alt. 2 (Map #3)	Alt. 3 (Map #4)
PROPERTY PURCHASED FOR TRANSMISSION LINES IN SARNIA AREA				
On Reserve - Acres @ \$7500		116.5	147.7	133.4
Price	\$	874,000	\$1,108,000	\$1,001,000
Off Reserve - Acres @ \$7500		112.5	109.8	202.8
Acres @ \$10,000		0	0	33.0
Price		844,000	824,000	1,851,000
Total - Acres		229.0	257.5	369.2
Price		1,718,000	1,932,000	2,852,000
Acquisition Cost and Contingencies		<u>191,000</u>	<u>213,000</u>	<u>313,000</u>
Total Property Div. Cost		\$1,909,000	\$2,145,000	\$3,165,000



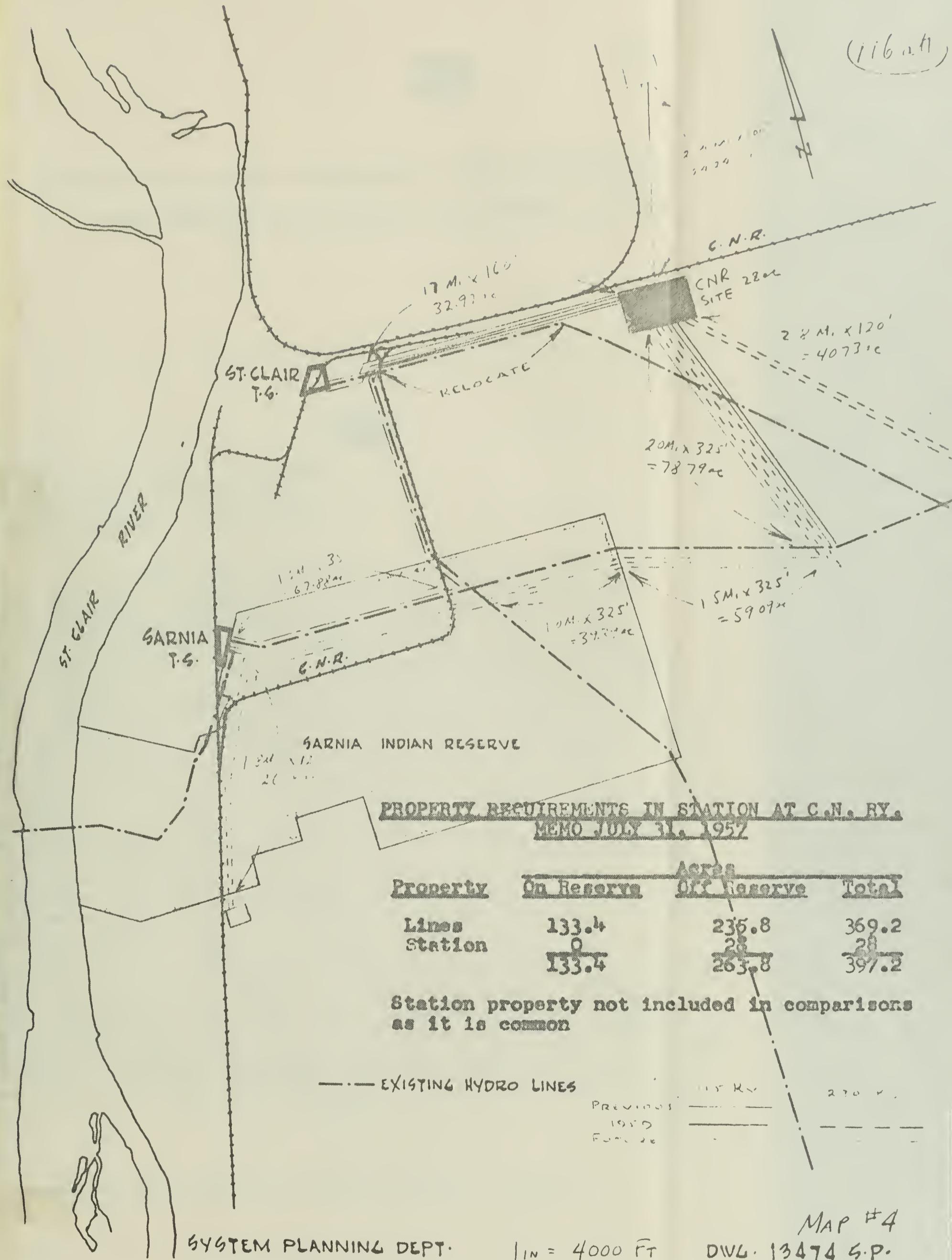








(116a1)





EXCERPT FROM MINUTES OF MEETING OF THE HYDRO-ELECTRIC  
POWER COMMISSION OF ONTARIO FOR OCTOBER 30, 1957

13. Acquisition of Property for Right-of-Way for 230-kv Transmission Line - E.V. Buchanan Transformer Station to Sarnia

A two-page memorandum dated October 23, 1957, together with a four-page attachment, was submitted by the Planning Engineer, Generation and the Acting Director of Planning respecting engineering and property acquisition to provide right-of-way for a 230-kv double-circuit transmission line from E.V. Buchanan Transformer Station to Sarnia for the purchase of additional property in the vicinity for a future 230-kv transmission line as well as the purchase of property held under easement in the vicinity of E.V. Buchanan Transformer Station and adjacent to the routes of the proposed lines; the memorandum reporting that loads in the Sarnia area are growing rapidly, that existing transmission facilities for their supply at 115-kv will be inadequate in 1959 and that it is considered that the best and most economical method of providing a satisfactory supply system would be to establish a new 230-115-kv transformer station in Sarnia and to supply it from E.V. Buchanan Transformer Station over a 230-kv double-circuit transmission line; the memorandum further reporting that the area immediately west of E.V. Buchanan Transformer Station is developing rapidly, that approval was given on November 1, 1956, Agenda No. 5, under C.A. 8760, for an expenditure of \$242,000.00 for the purchase of property to provide right-of-way through this area for a 230-kv transmission line to Sarnia as well as right-of-way now held under easements for the existing 230-kv transmission line to J. Clark Keith Generating Station and a 115-kv transmission line to Sarnia; it now being considered advisable to purchase additional land for right-of-way adjacent to the 230-kv transmission line to J. Clark Keith Generating

✓  
G. B. S.



October 30, 1957

- 10 -

Station for a distance of 7.2 miles west of E.V. Buchanan Transformer Station, to accommodate a 230-kv double-circuit transmission line toward the southwest, which circuits will be required in the future to supply loads in the area or to incorporate into the system a new thermal-electric plant.

As recommended in the memorandum, authority was given for

- (1) engineering and property acquisition for a 230-kv double-circuit transmission line approximately 63 miles in length from E.V. Buchanan Transformer Station to Sarnia;
- (2) purchase of property for a distance of 7.2 miles west from E.V. Buchanan Transformer Station for a future 230-kv transmission line;
- (3) purchase of property now held under easements in the vicinity of E.V. Buchanan Transformer Station and adjacent to the property set out in items (1) and (2);

the estimated cost of the work being \$1,286,400.00, all of which is new money and includes the \$242,000.00 authorized under C.A. 8760; construction of the new 230-kv transmission line from E.V. Buchanan Transformer Station to Sarnia and acquisition of property to provide a site for the 230-115-kv station in Sarnia and for the construction of the said station to be the subject of a further memorandum to the Commission.





1  
HES & May 13  
Oct 23/57 (117)

## Memorandum to Commission

October 23, 1957

9690

NA40  
NA19

SIRS:

**Southern Ontario System  
Acquisition of Property for a 230 Kv Transmission  
Line from E.V.Buchanan Transformer Station to Sarnia**

It is recommended that approval be granted for the following:

- (a) Engineering and property acquisition for a 230 kv double-circuit transmission line approximately 63 miles in length from E.V.Buchanan Transformer Station to Sarnia.
- (b) Purchase of property for a distance of 7.2 miles west from E.V.Buchanan Transformer Station for a future 230 kv transmission line.
- (c) Purchase of property now held under easements in the vicinity of E.V.Buchanan Transformer Station and adjacent to the property in items (a) and (b).

The estimated cost is \$1,286,400, all of which is new money. This amount includes \$242,000 authorized under CA8760 dated November 15, 1956 for property purchases in the vicinity of E.V.Buchanan TS.

Funds for the anticipated expenditure of \$25,000 on this project in 1957 are included in the Capital Construction Budget.

Loads in the Sarnia area are growing rapidly and studies show that existing transmission facilities for their supply at 115 kv will be inadequate in 1959. Alternative methods of providing a satisfactory supply system were considered in detail. The best scheme, from the viewpoint of service security to the area, is to establish a new 230-115 kv transformer station in Sarnia and supply it from E.V.Buchanan TS.





Continuation Sheet No. 2

Oct 20/57

over a 230 kv double-circuit transmission line. This ~~scheme~~ (117) showed a small economic advantage over the others.

As the area immediately west of E.V.Buchanan TS is developing rapidly, approval was obtained under CA8760 dated November 15, 1956 to purchase right-of-way through this area for the proposed 230 kv line to Sarnia and right-of-way now held under easements for the existing 230 kv line to J.Clark Keith GS and 115 kv line to Sarnia. It is now considered prudent to purchase additional right-of-way adjacent to the 230 kv line to J.Clark Keith GS for a distance of 7.2 miles west of E.V.Buchanan TS to accommodate a 230 kv double-circuit line toward the southwest. These circuits will be required in the future to supply load in the area or to incorporate into the system a new thermal-electric plant.

Authority for construction of the new 230 kv transmission line from E.V.Buchanan TS to Sarnia and for the acquisition of property and construction of the 230-115 kv station in Sarnia will be requested separately.

The proposed in-service date for the 230 kv supply facilities to the Sarnia area is September 1, 1959.

Reviewed,

*J.Z. Vaneet*

Manager of Plant Accounting

for Recommended for Approval

Respectfully submitted,

*H.H. Smith*

Planning Engineer, Generation

*M. Ward*

Acting Director of Planning

*L.W. Floyd*

Assistant General Manager  
- Engineering

TO: James S. Duncan Esq., Chairman,  
and Commissioners.

66-2



668-6830

## SUMMARY OF ESTIMATE

## PROPERTY

Southern Ontario System  
 Acquisition of Property for a  
 230KV Line from E.V. Buchanan  
Transformer Station to Sarnia

DATE		October 17, 1957
PAGE	OF	
ESTIMATE NO.		
		SP 1747
		SP 1487
		(117)

Property Acquisition, Surveys and Engineering for  
 Transmission Lines

SCOPE - To provide funds for the purchase of right-of-way, survey and engineering for the 230KV double circuit transmission line from E.V. Buchanan T.S. to proposed T.S. in Sarnia area. Right-of-way has also been provided for a distance of 7.2 miles for a future 230 kv double circuit transmission line.

DATA - From aerial photographs, existing plans, and field inspection.

- Estimates from Property and Survey Departments.

CONDITIONS - Property negotiations and engineering has commenced at E.V. Buchanan T.S. as authorized under CA 8760 dated November 15, 1956. As recommended by the Property Division monies have been allowed in the property estimates for the purchase of right-of-ways in the London and Sarnia built-up areas.

For estimating purposes it has been assumed that the proposed T.S. in Sarnia will be located at Scott St. Junction.

11828 + MW. Oct 17, 1957  
 13. Oct 30/57  
 JMB

PREPARED BY	CHECKED BY	APPROVED BY
ESTIMATING ENGINEER	PROJECT ENGINEER	



800-0000

## SUMMARY OF ESTIMATE

## PROPERTY

Southern Ontario System  
 Acquisition of Property for a  
 230 kv Line from E.V. Buchanan  
 Transformer Station to Sarnia

DATE	October 17, 1957
PAGE	OF
ESTIMATE NO.	
SP 1747	(117)
SP 1487	

## ITEM 1 -- Right of Way from E.V. Buchanan T.S. to Sarnia

Basis - Purchase of a 320 foot right-of-way from E.V. Buchanan T.S. to White Oaks, a distance of approximately 3.6 miles, to accommodate the proposed 230 kv line to Sarnia, the existing line NW19x16 and NA19x23 and a future 230 kv line.

- Purchase of a 180 foot right-of-way from White Oaks to the first lot line west of Highway #4, approximately 2.9 miles, to accommodate the existing line NW19x16 and the proposed 230 kv line to Sarnia.
- Easements of 105 feet adjacent to the existing right-of-way of line section NW19x16 from Highway #4 to Florence Road, a distance of approximately 52.7 miles, to accommodate the proposed 230 kv line.
- Purchase of a 180 foot right-of-way from Florence Road to Scott St. Jct., a distance of 3.8 miles, to accommodate the existing line NW19x16 and the proposed 230 kv line from E.V. Buchanan T.S.

	Property Portion	Contingencies
Right-of-Way	\$874,200.	\$ 87,700.
Legal Survey	22,550.	1,000.
Planning Overhead	2,545.	100.
Engineering Overhead	3,635.	200.
A.O.E.	6,180.	600.
Interest	<u>40,000.</u>	<u>1,590.</u>
	\$949,110.	\$ 91,190.
TOTAL PROBABLE COST --	1184 M.W.	\$1,040,300.

13 Oct 30/57

PREPARED BY	CHECKED BY	APPROVED BY
ESTIMATING ENGINEER	PROJECT ENGINEER	DEPARTMENT HEAD



968-6830

## SUMMARY OF ESTIMATE

## PROPERTY

Southern Ontario System  
 Acquisition of Property for a  
 230Kv Line from E.V. Buchanan  
Transformer Station to Sarnia

DATE: October 17, 1957  
 PAGE: 17 OF 17  
 ESTIMATE NO.: SP 1747  
 SP 1487

Item 2

Engineering for Double Circuit 230Kv  
 Steel Tower Transmission Line  
E.V. Buchanan T.S. to Sarnia

BASIS - Engineering provided up to the commencement of construction in the field including engineering survey for a 230Kv, double circuit line approximately 63 miles in length.

	<u>Engineering Portion</u>	<u>Contingencies</u>
Engineering	\$ 39,570.	\$ 3,800.
Location Survey	36,820.	3,500.
Planning Overhead	8,495	700.
Engineering Overhead	33,705.	3,300.
A.O.E.	6,070.	610.
Interest	<u>5,480.</u>	<u>550.</u>
	\$130,140.	\$12,460.
<b>TOTAL PROBABLE COST</b>		<b><u>\$142,600.</u></b>

3 4  
 H.S. & H.W.  
 13 Oct 30/51  
 M.C.

PREPARED BY	CHECKED BY	APPROVED BY
-------------	------------	-------------

665



866-0030

## SUMMARY OF ESTIMATE

## PROPERTY

Southern Ontario System  
 Acquisition of Property for a  
 230kv. Line from E.V. Buchanan  
 Transformer Station to Sarnia

DATE	October 17, 1957
PAGE	OF
ESTIMATE NO.	
SP1747	
SP1487	
(117)	

Item 3 - Right-of-Way from White Oaks to Highway #4

BASIS - Purchase of a 225 ft. right-of-way from White Oaks to Highway #4 a distance of approximately 3.6 miles.

- The purchase of this right-of-way is to accommodate existing line NA19x23 now on easements and a future double circuit 230 kv line.

	<u>Property Portion</u>	<u>Contingencies</u>
Right-of-Way	\$ 81,100.	\$ 8,100.
Legal Survey	6,600.	400.
Planning Overhead	680.	60.
Engineering Overhead	970.	90.
A.O.E.	1,130.	100.
Interest	3,980.	290.
	<hr/> \$ 94,460.	<hr/> \$ 9,040.

**TOTAL PROBABLE COST** \$103,500.

Total of above 3 items	\$1,286,400.
Less monies approved under CA8760, dated Nov. 15, 1956	<u>242,000.</u>
<b>Additional monies required</b>	<u><b>\$1,044,400.</b></u>

Oct 17 1957  
 H.S.Y. M.W.  
 13 Oct 30/57  
 J.M.E.

PREPARED BY	CHECKED BY	APPROVED BY
C. Larkin	RBO	T. J. Gurney
ESTIMATING ENGINEER	PROJECT ENGINEER	666



APPENDIX IIIPROPERTY ACQUISITION ESTIMATES FOR SARNIA AREAAPPROVED BY COMMISSION ON OCT. 30, 1957 AND JAN. 22, 1958

(Dwgs. 13474 S.P. No. 5)

CA 9690 OCT. 30, 1957Transmission Line Property

3.8 miles 180' east from Scott St. toward London - \$432,000

21 acres on Res rve @ \$7500/acre  
61 acres off Reserve @ \$4500/acre

Contingencies and Acquisition costs - 52,000

Total Property Cost 484,000

CA 9690 also approved property outside Sarnia area for 230 kv line to London.

CA 9876 JAN. 22, 1958Station Property at Scott St. Jct.

28 acres at \$5000/acre - 140,000

Buildings - 25,800

Contingencies and Acquisition Costs - 18,200

Total Station Property Cost \$184,000

Engineering overheads and Interest 13,000 \$ 197,000

TRANSMISSION LINE PROPERTY

7.8 acres for line diversions at Scott St. Jct. @ \$4500/acre - 35,100

2.9 miles 150' south from Scott St. Jct. toward future thermal plant - 169,630

22.66 acres on Reserve @ \$4500  
30.07 acres off Reserve @ \$22500

1.7 miles 180' Scott St. Jct. to Sarnia T.S. - 166,500

37 acres @ \$4500/acre



2.4 miles 90° east from Scott St. Jet. toward London	- \$ 83,475
10.9 acres on Reserve is \$4500 15.3 acres off Reserve is \$2250	
Contingencies and Acquisition Costs	- <u>73,595</u>
Total Transaction Property Costs	523,300
Surveys, Engineering, Overheads	- <u>62,600</u> \$ <u>590,900</u>
Total Property Approved CA 9876 Jan. 22, 1958	- 787,900
Total Property Costs in Sarnia Area (excluding surveys, engineering and overheads)	- 1,196,300





PROPERTY ACQUISITION IN SARNIA AREA  
Approved October 30, 1957 and January 22, 1958

Acres

Property	On Reserve	Off Reserve	Total
Lines	99.4	106.4	205.8
Station	28.0	0	28.0
	127.4	106.4	233.8

Approved May 21, 1958

Lines	99.4	106.4	205.8
Station	36.7	0	36.7
	136.1	106.4	242.5

	115 Kv	230 Kv
PREVIOUS	—	—
1959	—	—
FUTURE	—	—



SYSTEM PLANNING DEPT.

1 in = 4000 ft

MAP H5  
DWL. 13474 S.P.



(116)

APPENDIX IVESTIMATES FOR TOTAL COST OF SARNIA PROJECTAPPROVED BY COMMISSION MAY 21, 1958

(Drawing 13474 S.P. No. 5)

Station Costs

230 kv Station at Scott St. Jct. (Lambton T.S.)	\$3,095,600
Site purchase and construction of 1959 stage	

Garnia T.S.	
Relaying and Supervisory Control	57,900

St. Clair T.S.	
Relaying and Supervisory Control	46,500

E.V. Buchanan T.S. (London)	
Switching for 230 kv line to Lambton T.S.	628,800

Transmission Costs

230 kv double-circuit line E.V. Buchanan T.S. x	5,822,500
Lambton T.S. right-of-way acquisition and	
construction	

Transmission line diversions at Lambton T.S.	157,000
--	---------

Right-of-way for future lines in Sarnia Area	<u>550,600</u>
--	----------------

	\$10,358,900
--	--------------

Sarnia Area Property Costs included in CA 83Transmission

230 kv transmission line, E.V. Buchanan x	484,000
Lambton T.S. (approved by CA 9690)	

Existing and new 115 kv and 230 kv lines	528,300
(approved by CA 9376)	

Lambton T.S. Station site (at Scott St. Jct.)	232,600
---	---------

30.2 acres station site + buildings	
-------------------------------------	--

6.5 acres railway spur	
------------------------	--

<u>36.7</u>	
-------------	--

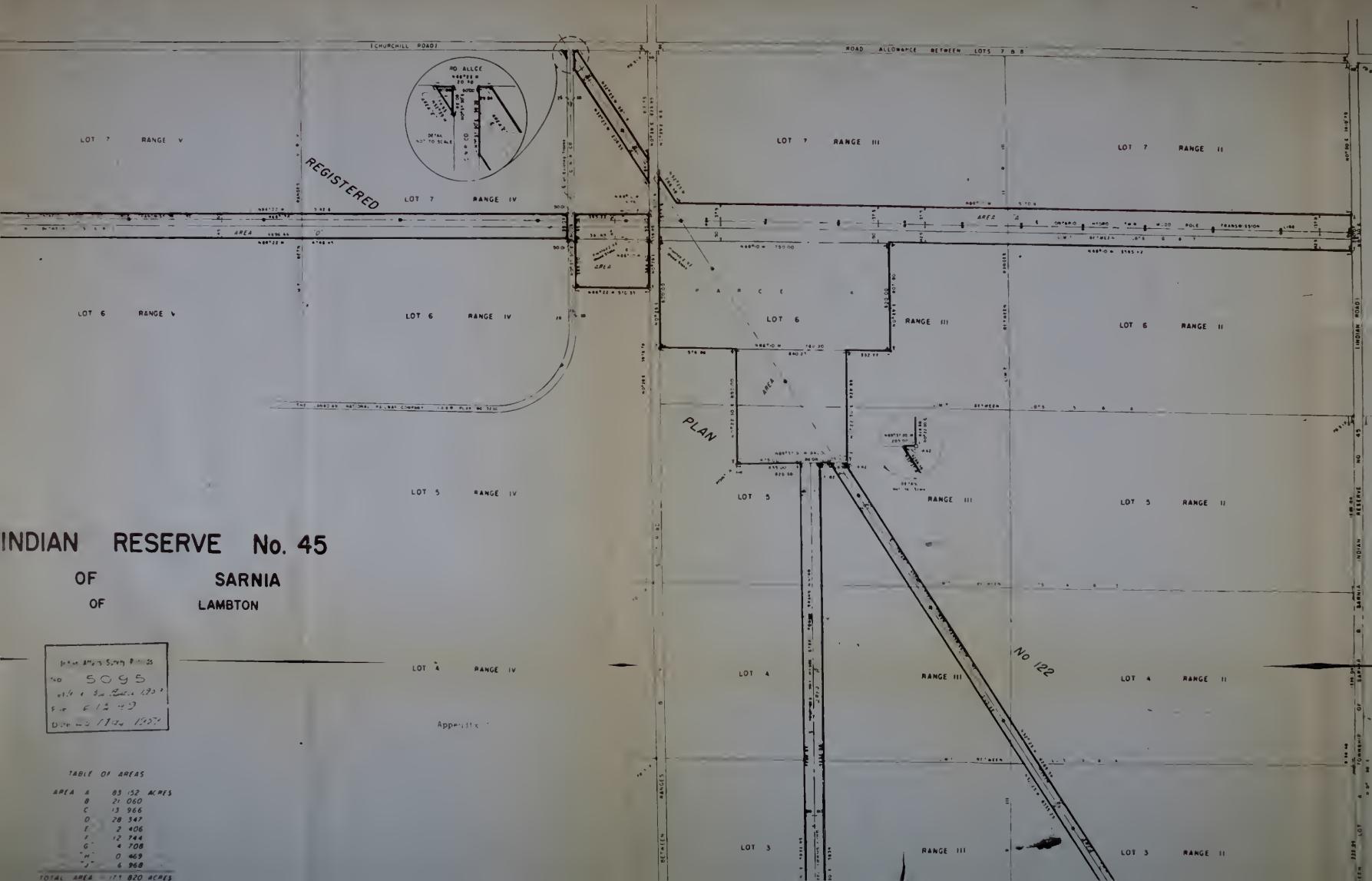
	\$1,244,900
--	-------------

These property costs do not include property outside Sarnia area included in cost of line from Buchanan to Lambton, or survey, engineering overhead and interest costs in acquiring property in Sarnia.



**ARNA** **INDIAN** **MI**  
**CITY** **OF**  
**COUNTY** **OF**

Indian Affairs Survey  
No 50  
Ref ID: 382  
File 212-5  
Date 40 1943





DIAN RESERVE No. 45

OF SARNIA  
OF LAMBTON

TABLE OF AREAS

AREA A	83	152	ACRES
B	21	060	
C	13	966	
D	28	347	
E	2	406	
F	12	744	
G	4	708	
H	0	469	
J	6	968	
TOTAL AREA	173	820	ACRES

## AND FIELD NOTES

ED IN RED LANDS TO BE ACQUIRED FROM  
THE QUEEN IN THE RIGHT OF CANADA AS  
THE MINISTER OF CITIZENSHIP AND IMMIGRATION

BEING PART OF

INDIAN RESERVE NO. 45

CITY OF SAPNIA  
COUNTY OF LAMBERTON  
PROVINCE OF ONTARIO

AS DETAILED BELOW

Plan revised May 25, 1959 af  
Plan revised May 14, 1959 af  
Plan revised April 16, 1959 af

*At the Island - a - m - b -*  
DISTRICT SURVEYOR

*Brachyellina*

CHIEF SURVEYOR

Plan revised April 16, 1959

203 - 8132

200 0.02

Property Division Estimates in the Sarnia Indian Reserve

S. P. Request	Date of Property Estimate	Transmission Lines		Date of Property Estimate	Station Site
		Trans.	Lines		
1213	May 9/56	Purchase 104 acres -	\$229,125.00	Feb. 13/56	
		Bldgs.	<u>21,500.00</u>		
					\$103,500.00
1691 -1	June 24/57	Purchase 109 acres -	\$817,500.00		
1691 -2	June 24/57	Purchase 122 acres -	\$915,000.00		
1691 -3	June 24/57	Purchase 126 acres -	\$945,000.00		
1747	Oct. 15/57	Purchase 21 acres -	\$157,500.00		
1753	Nov. 7/57	Purchase 116 acres -	\$873,000.00	Oct. 16/57	
		Bldgs.	<u>25,800.00</u>		
1753	Jan. 7/58	Purchase 78 acres -	\$351,000.00		
					\$165,800.00

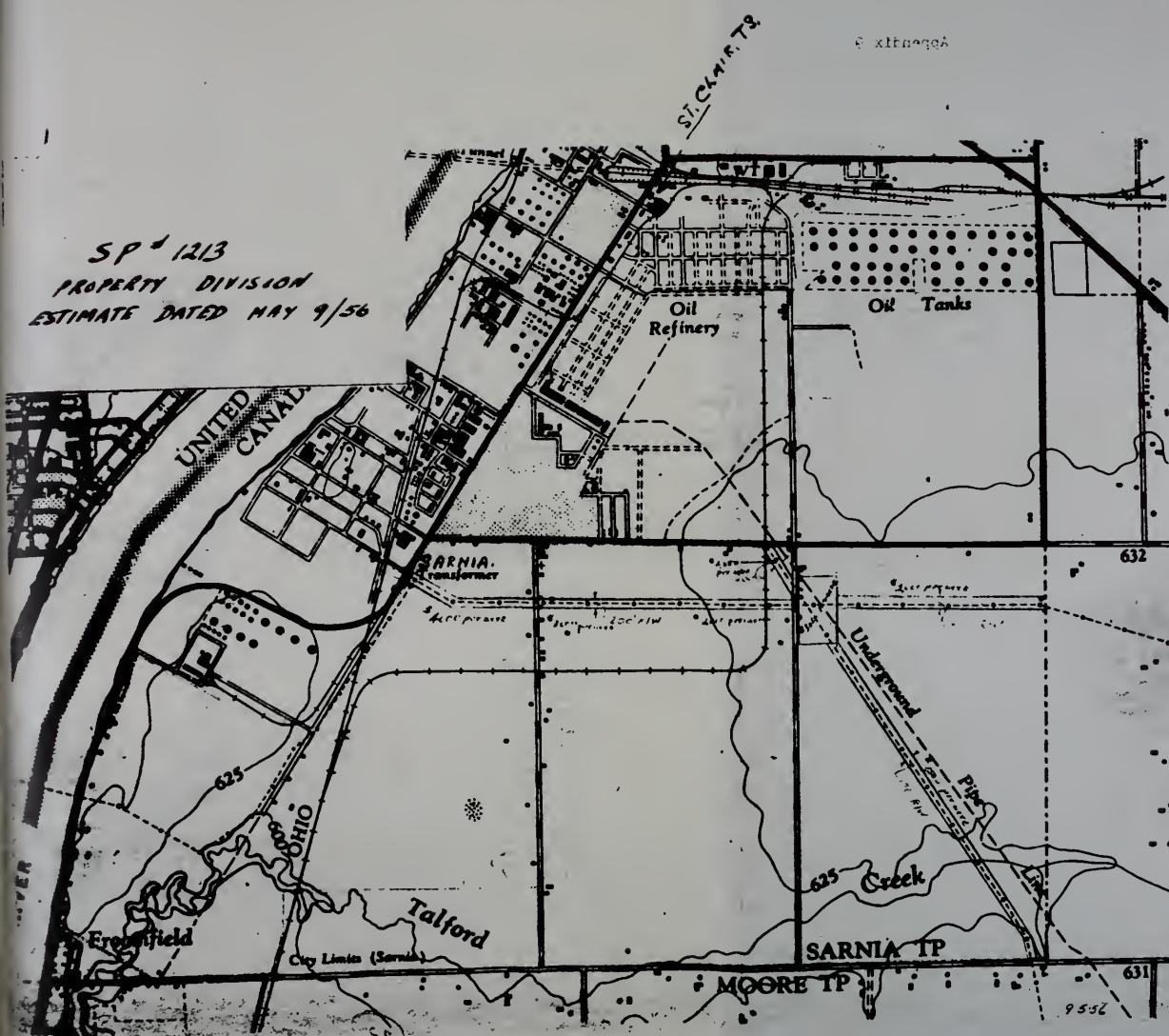
WTB: J. D. A.

(11)

2

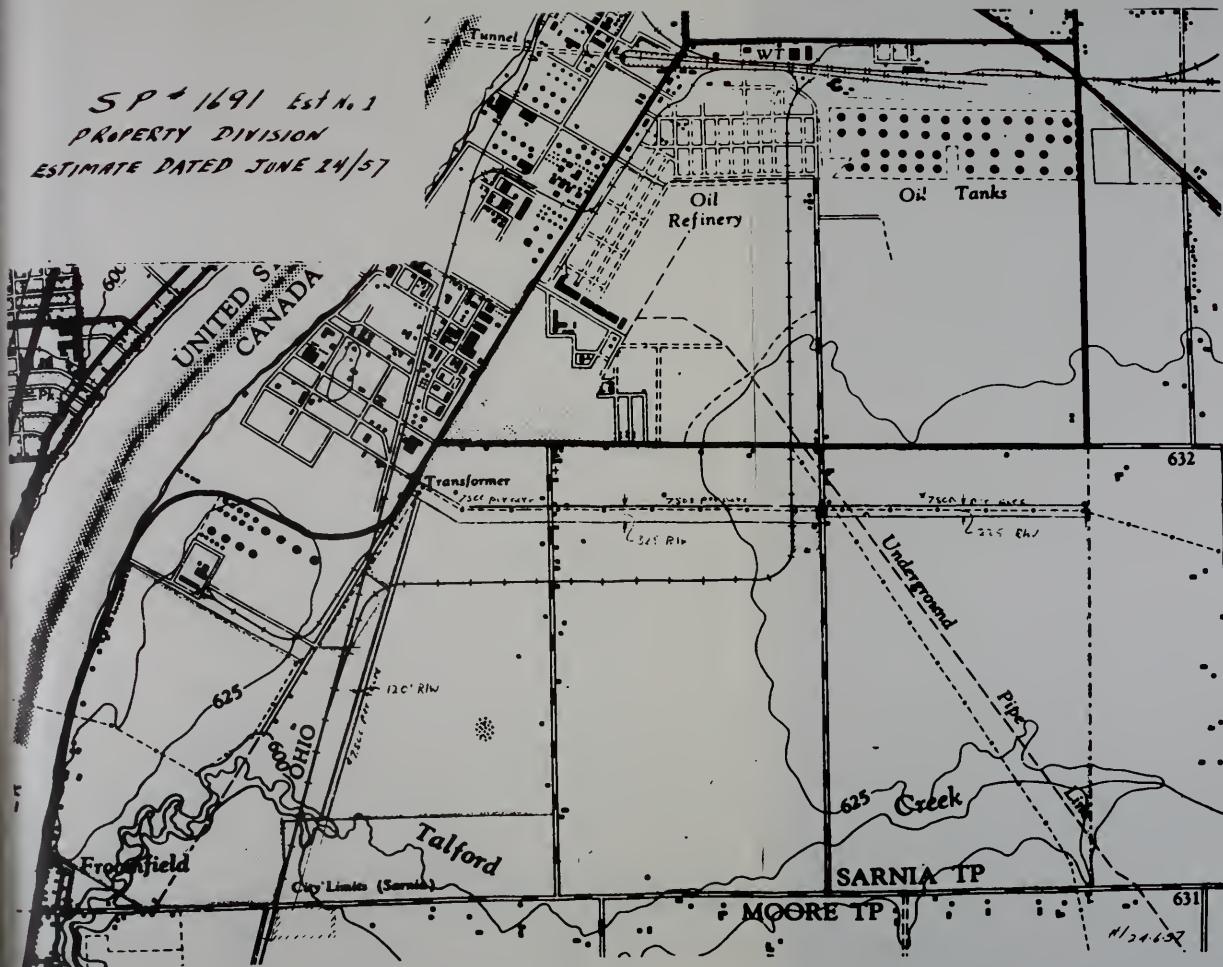


SP # 1213  
PROPERTY DIVISION  
ESTIMATE DATED MAY 9/56



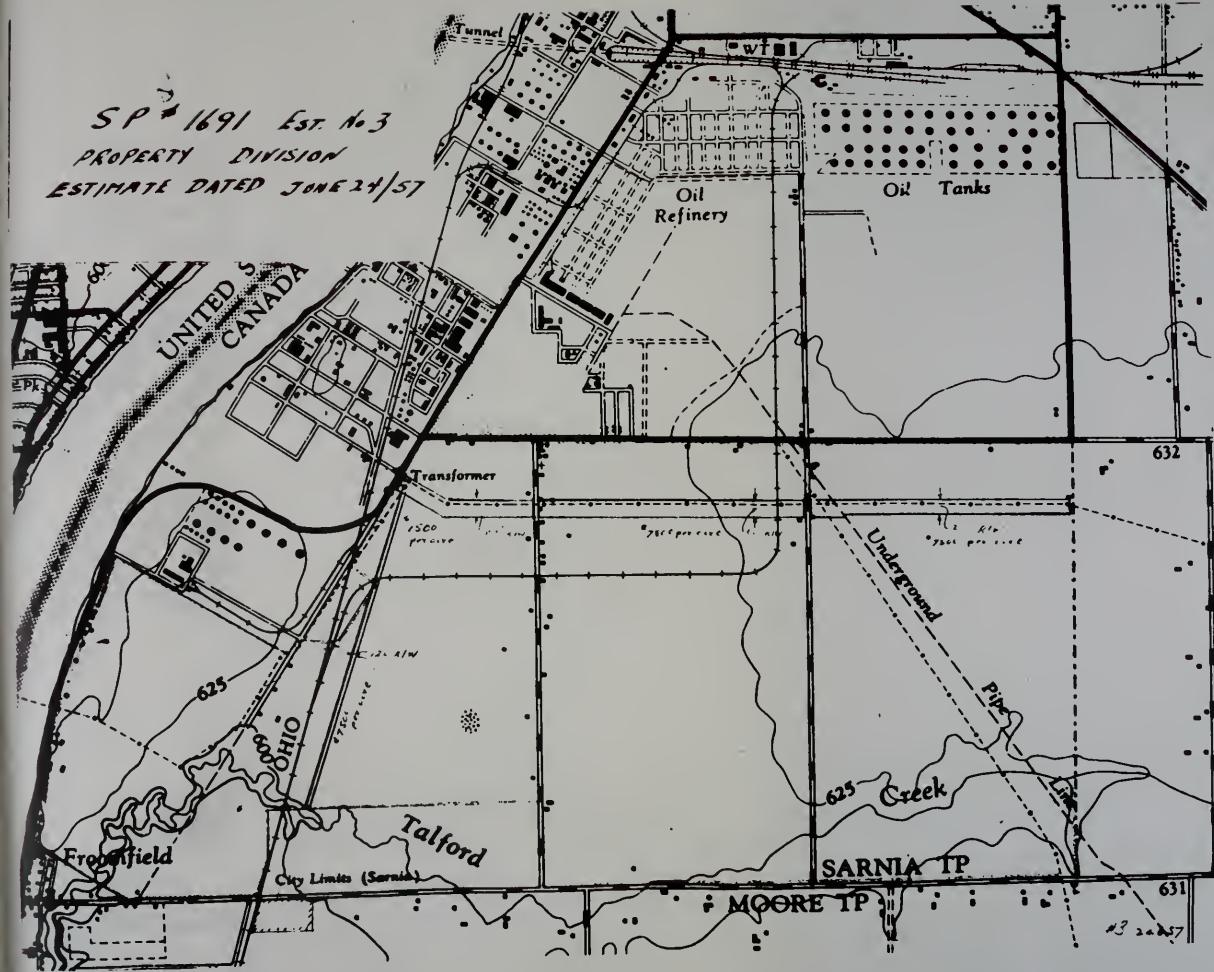


SP # 1691 Est No. 1  
PROPERTY DIVISION  
ESTIMATE DATED JUNE 24/57





SP # 1691 Est. No 3  
PROPERTY DIVISION  
ESTIMATE DATED JUNE 24/57

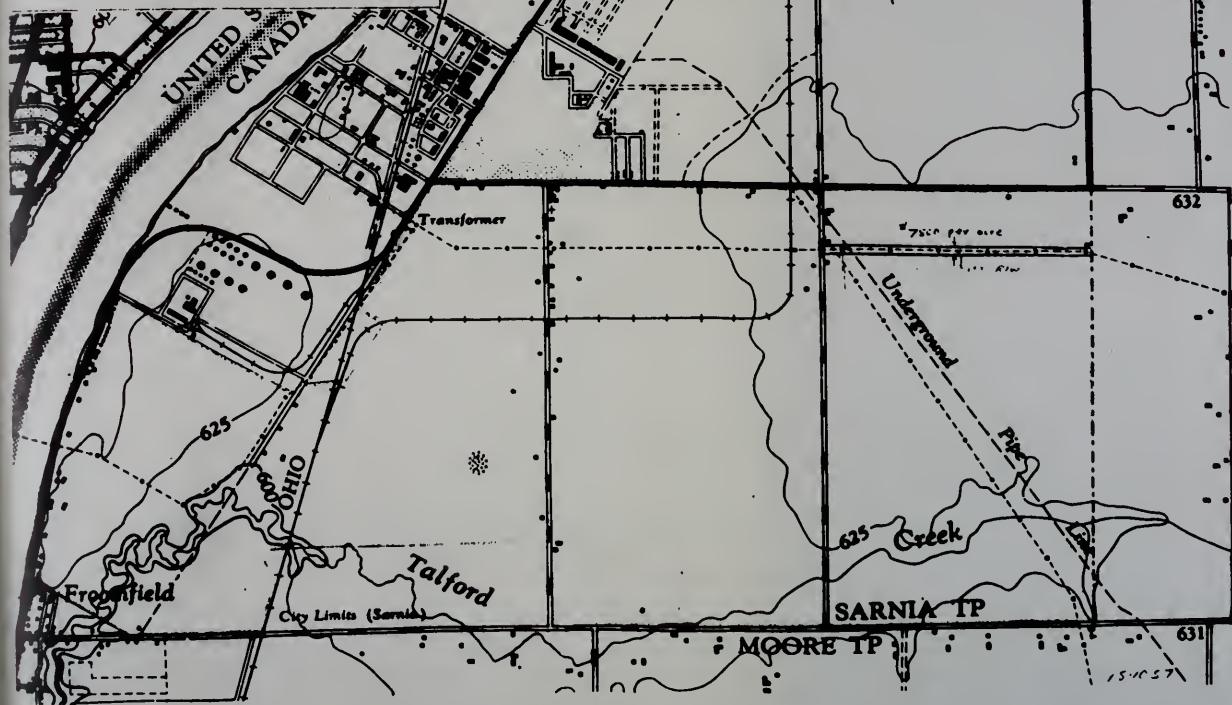




5

SP 41747

PROPERTY DIVISION  
ESTIMATE DATED OCT. 15/57





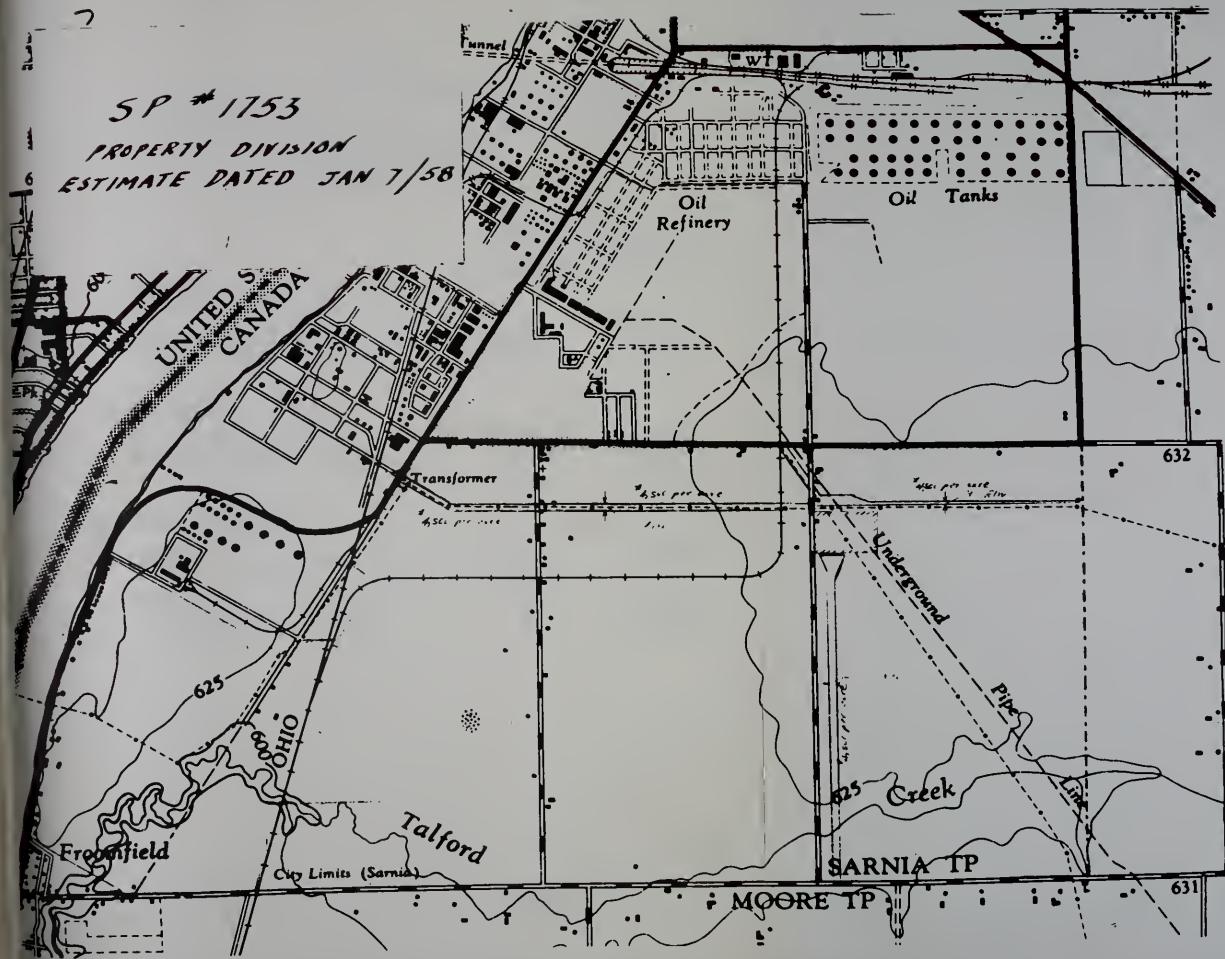
SP # 1753

PROPERTY DIVISION  
ESTIMATE DATED NOV. 7/57





7  
SP # 1753  
PROPERTY DIVISION  
ESTIMATE DATED JAN 7/58





APPENDIXSUMMARY OF LATIN TWO UNCOMMON CONSTRUCTION COSTSFOR ALTERNATIVE STATION SITES - DECEMBER 30, 1958PROPERTY COSTS EXCLUDED(Drawing 13<sup>1</sup>/<sub>2</sub> S.P. No. 5 and 6)

Alternative Station Sites  
One mile east  
Scott St. of Scott St.

Initial State - 1959

Uncommon station costs	-	68,000
Uncommon transmission costs	<u>110,500</u>	<u>135,000</u>
	<u>110,500</u>	<u>203,000</u>

Future Stages

Uncommon station costs	-	30,000
Uncommon transmission costs	<u>54,500</u>	<u>220,000</u>
	<u>54,500</u>	<u>250,000</u>

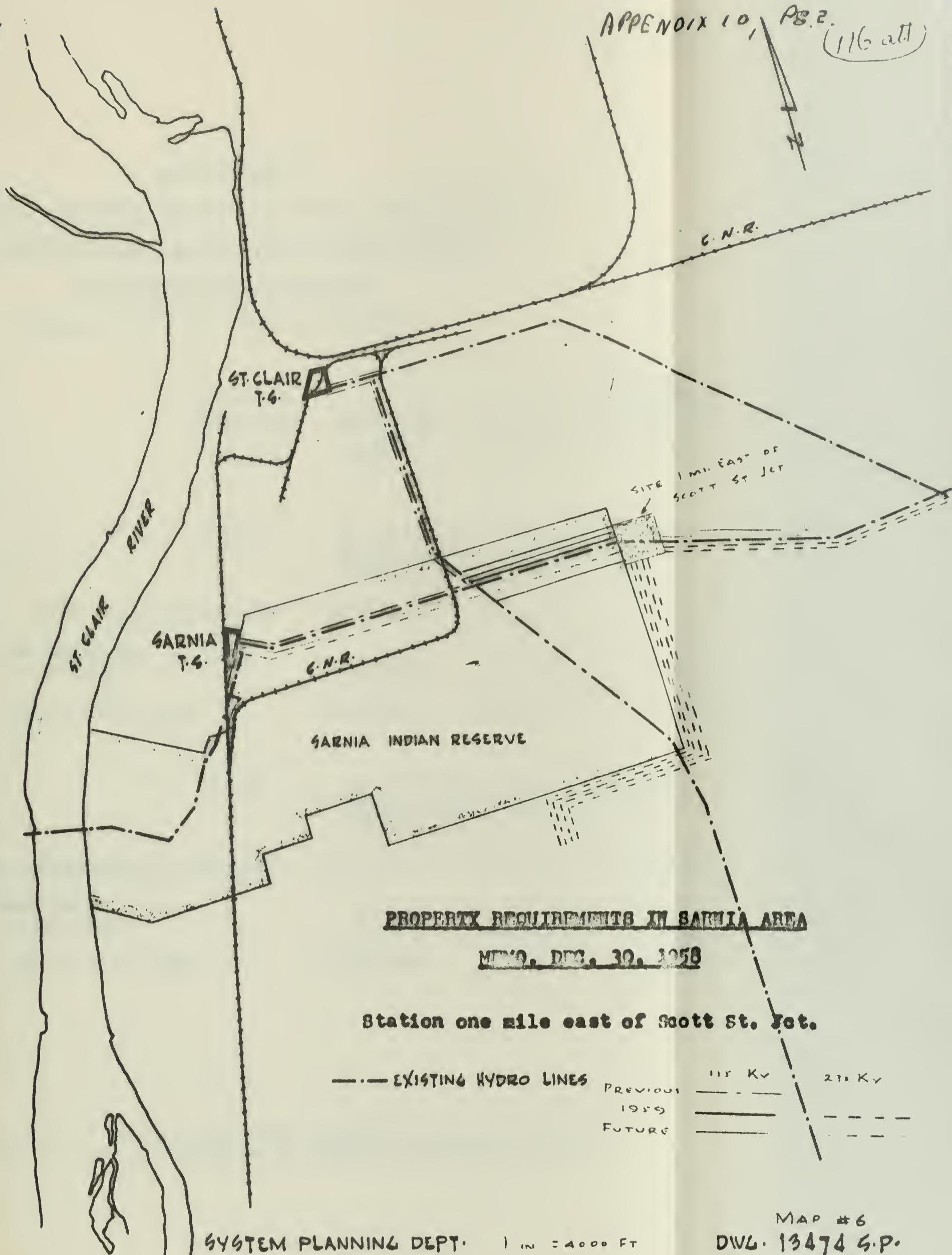
Total Uncommon Costs

Capital	165,000	453,000
1959 plus p.v. of future costs	150,300	367,500

Differences		
-Capital	0	288,000
-1959 plus p.v. of future	0	217,000



25

APPENDIX 10, Pg. 2  
(116 alt)



(116)

APPENDIX VIIESTIMATED CAPITAL CONSTRUCTION COSTS FOR GARNIA PROJECTSFOR ALTERNATIVE STATION SITES - FEB. 10, 1960(Property Costs Excluded)

(Dwgs. 13474 S.P. Nos. 5,8,9,10)

<u>Scott St. Junction</u>	<u>C.&amp;O. Ry.</u>	<u>C.N. Ry.</u>	<u>Churchill Ave. and Indian Rd.</u>
(Map 5)	(Map 8)	(Map 9)	(Map 10)

CASE A

Assumption	Actual	No new lines through Reserve. Cable north of Reserve for 14,000 ft.		
Capital cost - 1959 stage	7,400,000	8,800,000	9,400,000	8,200,000
Extra Cost over Scott St. Junction - 1959 stage	0	1,400,000	2,000,000	800,000
- up to 1975 stage	0	2,800,000	4,400,000	2,000,000

CASE B

Assumption	Actual	No new lines through Reserve. Cable north of Reserve for westerly 5,500'.		
Capital cost - 1959 stage	7,400,000	8,200,000	9,400,000	7,600,000
Extra Cost over Scott St. Junction - 1959 stage	0	800,000	2,000,000	200,000
- up to 1975 stage	0	1,800,000	3,400,000	1,200,000

Note

For C. & O. site it was assumed that underground cable would be along C. & O. Ry. through Reserve to Detroit Edison crossing.



(116)

APPENDIX VIIESTIMATED CAPITAL CONSTRUCTION COSTS FOR GARNIA PROJECTSFOR ALTERNATIVE STATION SITES - FEB. 10, 1960(Property Costs Excluded)

(Dwgs. 13474 S.P. Nos. 5,8,9,10)

<u>Scott St.</u>	<u>C.&amp;O. Ry.</u>	<u>C.N. Ry.</u>	<u>Churchill Ave. and Indian Rd.</u>
<u>Junction</u>			
(Map 5)	(Map 8)	(Map 9)	(Map 10)

CASE A

<b>Assumption</b>	<b>Actual</b>	No new lines through Reserve. Cable north of Reserve for 14,000 ft.		
Capital cost - 1959 stage	7,400,000	8,800,000	9,400,000	8,200,000
Extra Cost over Scott St. Junction - 1959 stage	0	1,400,000	2,000,000	800,000
- up to 1975 stage	0	2,800,000	4,400,000	2,100,000

CASE B

<b>Assumption</b>	<b>Actual</b>	No new lines through Reserve. Cable north of Reserve for westerly 5,500'.		
Capital cost - 1959 stage	7,400,000	8,200,000	9,400,000	7,600,000
Extra Cost over Scott St. Junction - 1959 stage	0	800,000	2,000,000	200,000
- up to 1975 stage	0	1,800,000	3,400,000	1,200,000

Note

For C. & O. site it was assumed that underground cable would be along C. & O. Ry. through Reserve to Detroit Edison crossing.



(116)

APPENDIX VISUMMARY OF ESTIMATED DIFFERENCES IN CONSTRUCTIONCOSTS FOR ALTERNATIVE STATION SITES - MAY 11, 1959(Property Costs Excluded)

(Dwgs. 13474 S.P. No. 5,7)

Alternative Station SitesScott St.  
Junction

(Map 5)

Churchill Ave.  
and Indian Rd.

(Map 7)

CASE A

Assumption	Actual	Cable north of Reserve for 14,000'
Capital Cost - 1959 stage		1,200,000
- Future stages		<u>2,100,000</u>
Total	Datum	<u>3,300,000</u>
Present Value - 1959 stage		1,200,000
- Future stages		<u>1,600,000</u>
Total		<u>2,800,000</u>
Estimate of additional capital cost given to Information Division May 11, 1959 -		2,000,000

CASE B

Assumption	Actual	Cable north of Reserve for westerly 8,000'
Capital Cost - 1959 stage		200,000
- Future stages		<u>1,300,000</u>
Total	Datum	1,500,000



Present Value - 1959 stage	200,000
- Future stage	<u>1,000,000</u>
Total	<u>1,200,000</u>
Estimate of additional capital cost given to Information Division May 11, 1958 -	1,000,000

Note

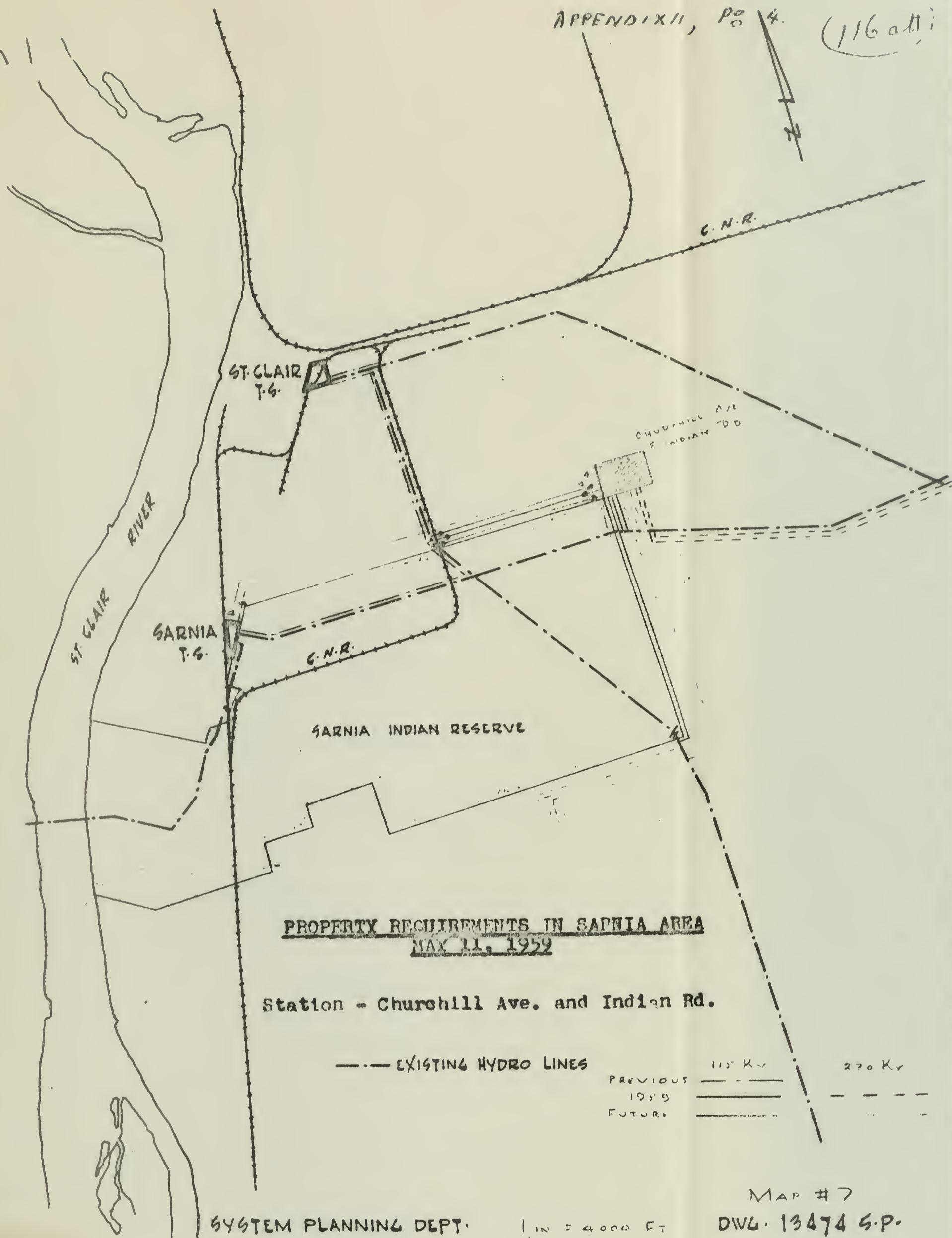
For Churchill Ave site it was also assumed that no new lines constructed or changes made to existing lines on Reserve.



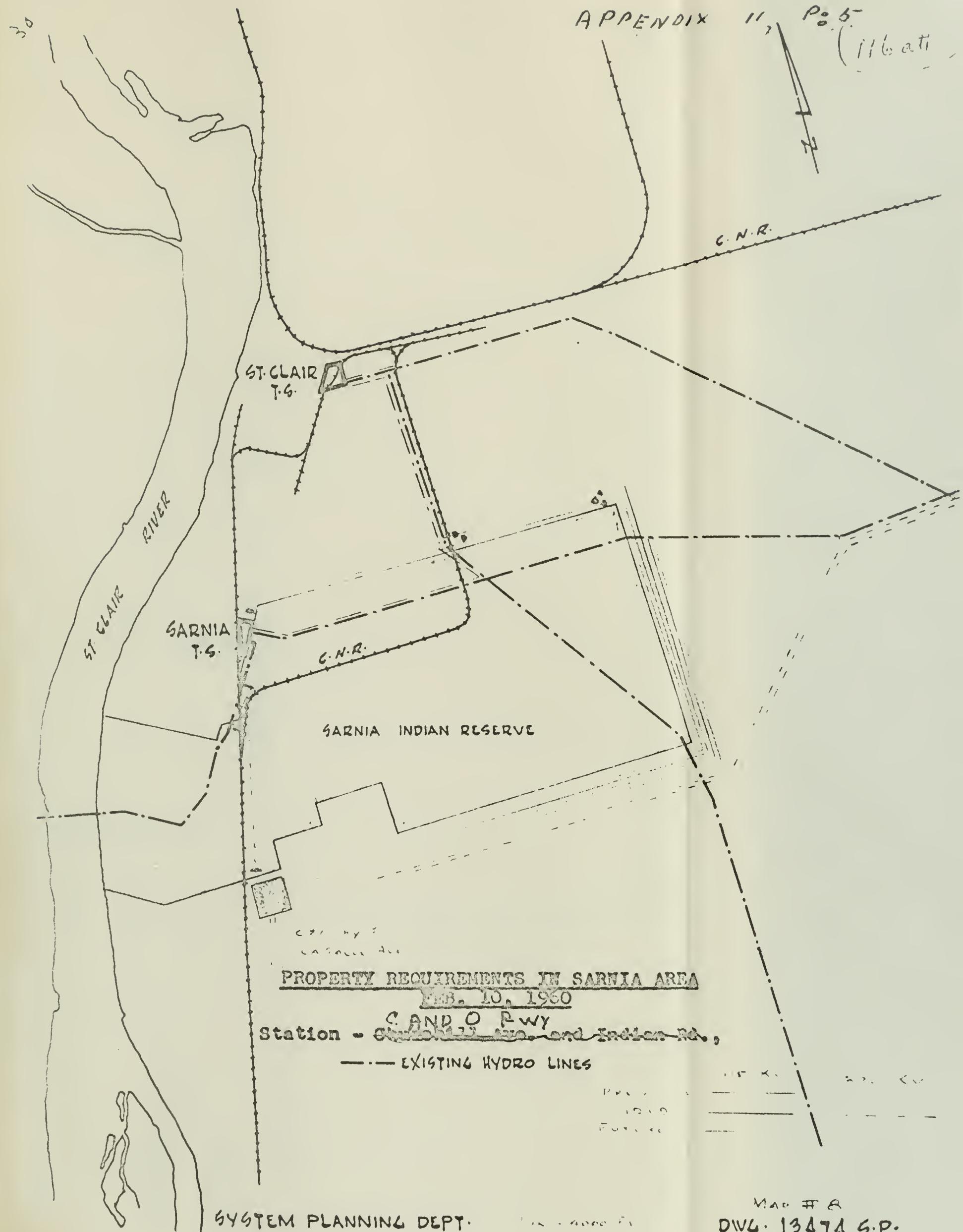
29

APPENDIX II, PG 4.

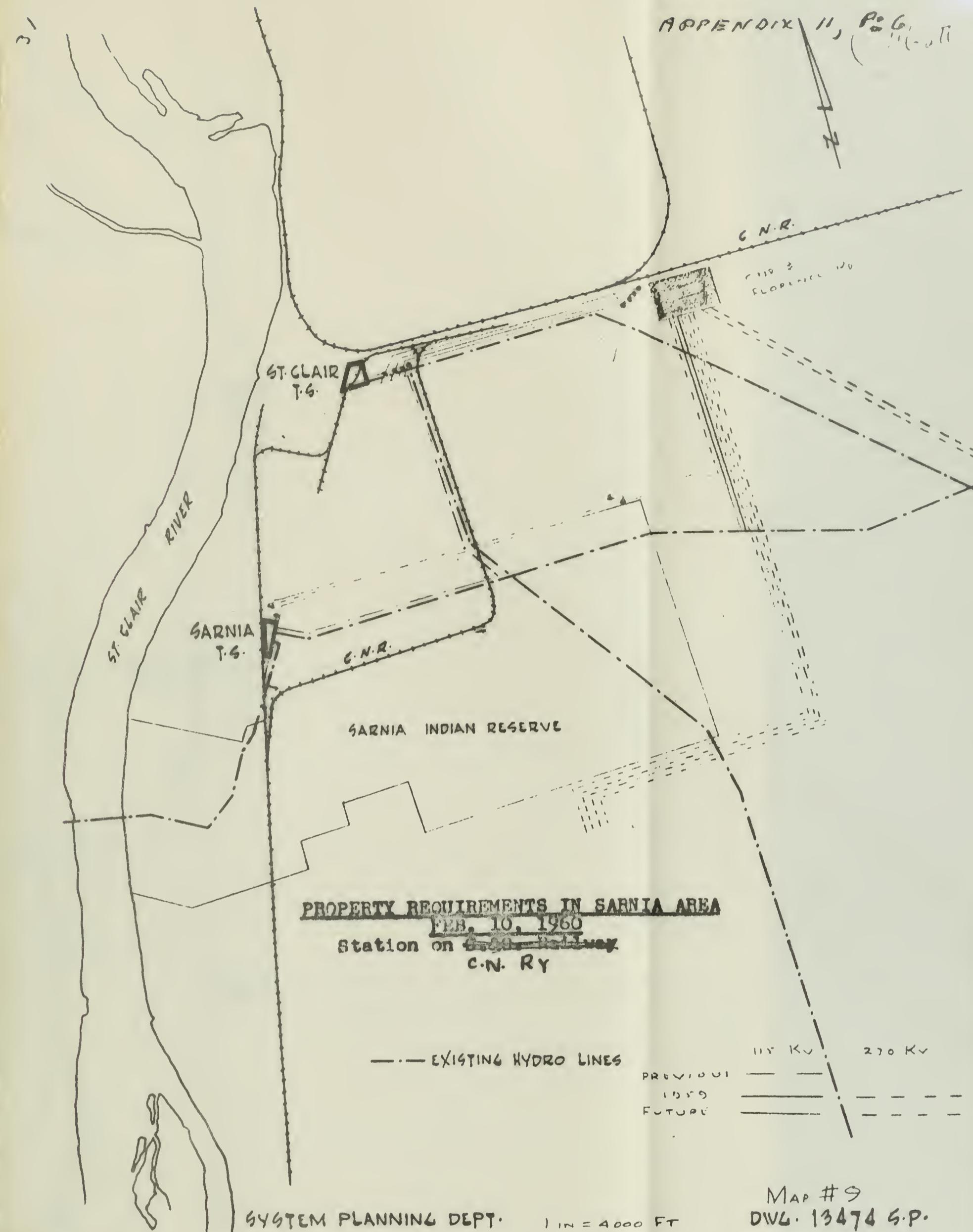
(116 att)



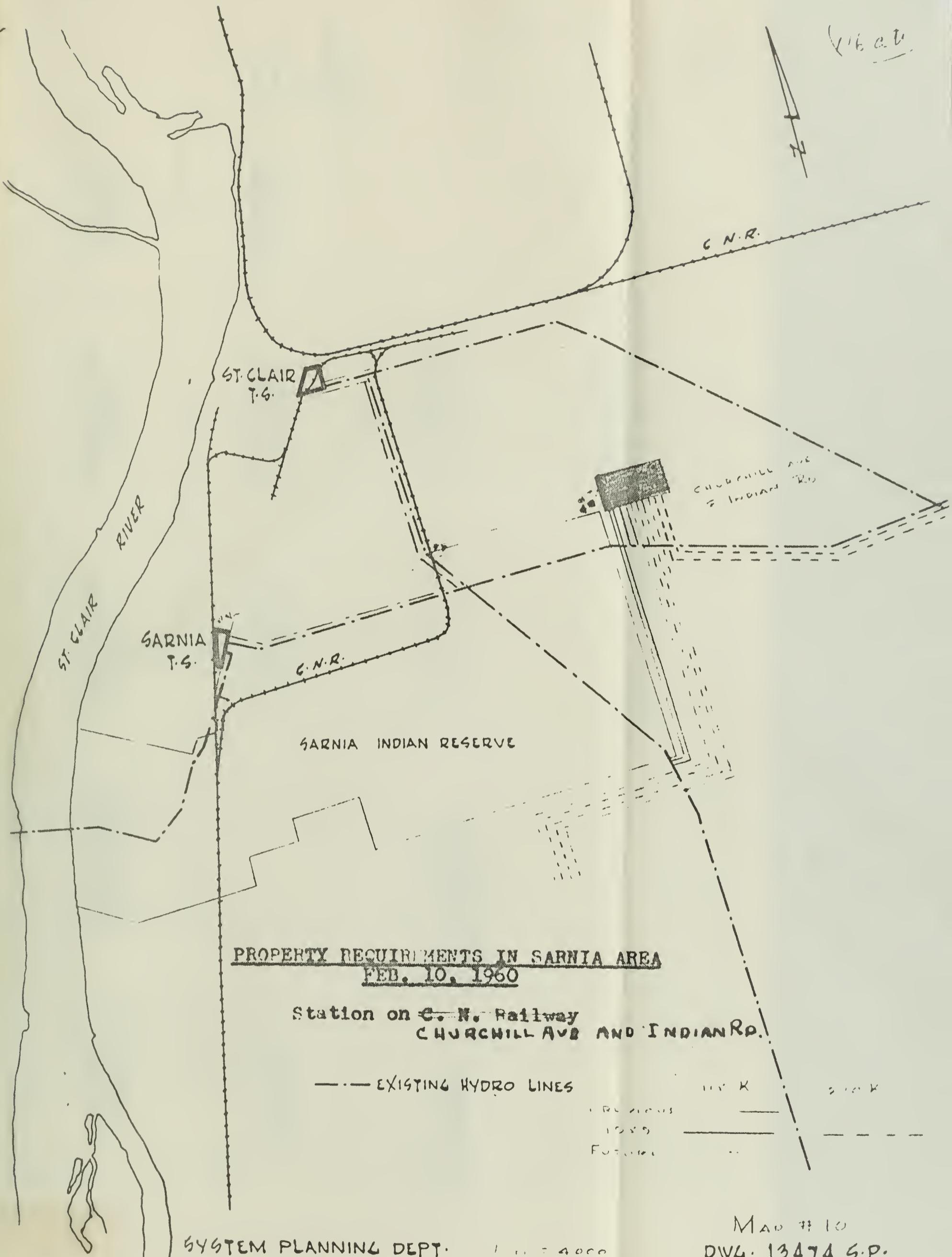




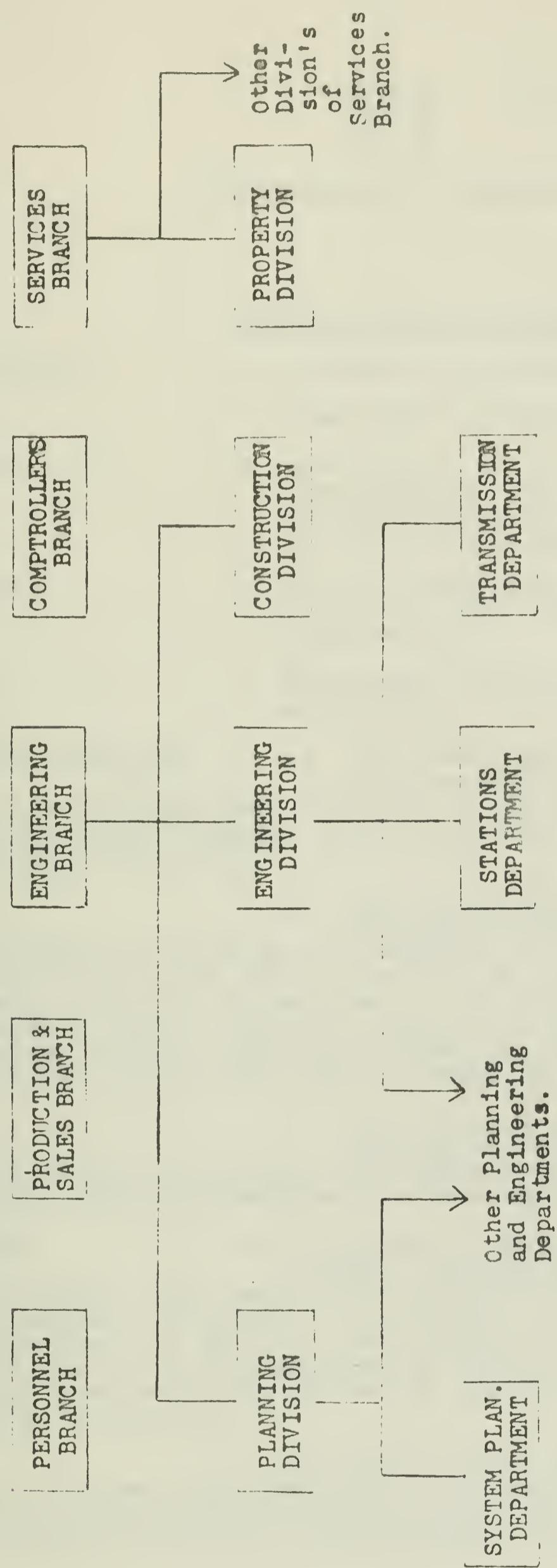












ONTARIO HYDRO  
PARTIAL ORGANIZATION CHART  
SHOWING RELATIONSHIP OF CERTAIN DIVISIONS & DEPARTMENTS



34

April 21, 1959. The weather was  
fine, clear sun from 11 A.M.  
in the Minutes of the Canadian  
Aeronautics and Space Agency  
on April 21, 1959, Appendix 34.

## Memorandum to Commission

January 6th, 1959.

SIRS:

385

## Southern Ontario System

## TRANSACTION

**• Purchase of property.**

FROM

## Dimensional Investments Limited.

REQUIRED FOR

: Lambton T.S. site (NA4O) and transmission line rights-of-way required in connection with the development of this station, all of which contain approximately 180 acres.

## LOCATION

: Sarnia Indian Reserve in the City of Sarnia as shown outlined in blue on the attached plan.

PRICE

: \$1,250,000. subject to the usual  
adjustments.

## SPECIAL CONDITIONS

: 1. The Commission to acquire the outright ownership of the two steel  
ne rights-of-way now covered by easements on  
or. These two rights-of-way contain approxi-  
8

will deposit with the Bank of Montreal in Toronto the sum of \$1,250,000.00, being the purchase price, to be held in escrow by the Bank, and to be turned over to the Vendor, Dimensional Investments Limited, when the fee of all the land to be acquired by the Commission under the agreement of purchase and sale is transferred and the ownership is vested in the Commission.

3. The Vendor to make available for Commission purposes, as it requires, any land being acquired by the Commission 30 days after acceptance of an offer to purchase the lands described.

**REMARKS** : For several months the Commission has carried out negotiations, first with the Indian Council and the Band as a whole, then later with the Crown Trust Company, as agents for Dimensional Investments Limited, for the purchase of a site for the proposed transformer station and coincidentally for the purchase of necessary lands for transmission line facilities connecting this new station with the existing Sarnia T.S.

By recent vote of the Indian Band membership, the Dimensional Investments Limited, through its agents, is acquiring title to much of this Indian reservation under an agreement requiring payment of \$6,500,000.00, together with other



2 . . . 3  
memorandum from H H .  
in the Minutes of the Canadian ...  
Jan 21/59 A.M. 34  
S. M. S. 105 - P2

considerations, in prescribed instalments over a period of two to three years. During this period title will remain in the Crown in its capacity as trustee for the Indians. During our negotiations, we sought permission to expropriate our land requirements as may be done with the consent of the Minister of Citizenship and Immigration, but it was indicated by officials of the Indian Affairs Branch that they were not disposed to take any action which might prejudice negotiations then under way for the sale by the Indians. There is no doubt that the attitude then adopted has not changed and so, in this instance, the Commission's normal powers of expropriation cannot be employed. This status of an ordinary purchaser is even more firmly established until March 31st, 1959, by options given by the Locatees to the Dimensional Investments Limited.

When it became evident that difficulty would be encountered in acquiring a station site on Indian lands, apart entirely from cost, we obtained an option on a site lying immediately east of the Indian Reserve, the option price being \$130,000. for one hundred acres, only part of which we require. Studies were coincidentally conducted to establish the additional cost, other than land, of adopting the newly acquired site to our requirements, and it is now estimated that the present value of the increased capital cost is about \$217,000.00. Similar studies had previously been made of other sites in this area. Meanwhile, our negotiations to purchase from the Company progressed, and from an asking price of \$10,000.00 per acre for all lands originally requested, or about \$1,400,000.00 for approximately 148 acres required, the Company indicated a willingness to accept \$1,250,000.00 and to transfer title of about 32 acres of existing right-of-way for steel tower lines now held under easement.

Applying the asking price of \$1,250,000. to the gross area of approximately 180 acres to be transferred, the average price per acre asked is approximately \$6,945.00. If, however, we disregard any advantage in obtaining title for the lands now occupied under easement, the average price per acre being asked is almost \$8,500.00. Assuming this cost of \$8,500.00 to be applicable and, recognizing that if our station is removed from the Reserve, we must, nevertheless, buy 71 acres of Reserve land, then it is evident that we must not anticipate purchase of this 71 acres at less than \$10,000.00 per acre; perhaps since our power of expropriation is inoperative, substantially more would be charged. Using these computations, the two alternative proposals are approximately equal in cost.

While a site on the Sarnia Indian Reserve and an alternative site immediately east of the Reserve are approximately equal in total cost there are important advantages to the Commission in adopting the former site. This choice permits the use of engineering data already developed, and ensures an earlier completion date, permitting a connection with the Detroit Edison Company from which benefits in the sale of surplus power may develop. This decision is further strengthened



by the necessity, in either choice, of acquiring some 71 acres of land on the Reserve to which reference has been made.

It is understood that while the asking price for the land is higher than prices being paid in this area, it is equally true that the cost of acquiring this Reserve by the Company is unusually high. While precise information cannot be obtained, it is reasonable from information available to assume that the average cost to the Company for land suitable for re-sale is between \$3,500.00 and \$4,000.00 per acre; also of interest but not significant, is the fact that about a year ago Interprovincial Pipe Line Company paid \$14,500.00 per acre for an easement through the Reserve for its pipe line secured from the Sarnia Indian Band.

If the average cost of the property to Dimensional Investments Limited for the land suitable for re-sale approximates \$3,500. per acre as estimated, it is unlikely that the Ontario Municipal Board, were it empowered to determine compensation, would award much less than the amount asked. That Board would likely give credence to the substantial investment required, the considerable element of risk, and to the qualities of severance which using the customary allowance of 50% indicate a basic price payable under this recommendation of approximately \$5,000. per acre.

Even though the price per acre is relatively high, it is recommended that approval be granted to complete the transaction as outlined above, since, from our computations, it would appear to be no less expensive to locate the transformer station off the Reserve lands because of our requirements to cross the Reserve in any event, and in all probability, the alternative might ultimately cost more than the \$1,250,000. It is also recommended that any documents required in connection with this transaction be executed by the Commission.

Respectfully submitted,

*Greutter*  
Director of Property.

Recommended for approval.

*Assistant General Manager - Services.*

File No. 3  
Continuation from 105-1  
in the Office of the  
Assistant General Manager - Services  
Date 21/59 : *DRK*

TO:  
James S. Duncan, Esq., Chairman,  
and Commissioners.



Appen 1-74

(104)

Excerpt from Minutes of Meeting  
of The Hydro-Electric Power  
Commission of Ontario held on  
the 21st day of January, 1959

"A three-page memorandum dated January 6, 1959, was submitted by the Director of Property respecting the purchase of approximately 180 acres of land in the Sarnia Indian Reserve in the city of Sarnia, for a site for Lambton Transformer Station and for rights-of-way for transmission lines required in connection with the development of the said station; the memorandum reporting that Dimensional Investments Limited, through its agents the Crown Trust Company, is acquiring title to most of the Indian Reservation, that during negotiations the Commission requested permission from the Minister of Citizenship and Immigration to expropriate the land required, but that officials of the Indian Affairs Branch had indicated that they were unwilling to take any action which might prejudice the sale of the land by the Indian Band, with the result that the Commission's powers of expropriation cannot be exercised in this purchase; the memorandum also reporting that when it became evident that difficulty would be encountered in acquiring a station site on Indian lands, an option was obtained on a site lying immediately east of the Indian Reservation, that in the meantime the Company has indicated a willingness to accept \$1,250,000.00 for the land required and to transfer to the Commission title of approximately 32 acres of existing right-of-way for steel tower lines now held under easement in place of \$1,400,000.00 for approximately 148 acres required, and that, while the two sites are approximately equal in total cost, the choice of the site on the Sarnia Indian Reservation permits the use of engineering data already developed and ensures an earlier completion date, permitting a connection with the Detroit Edison Company from which benefits in the sale of surplus power may develop; it also being reported that in either choice it is necessary to acquire approximately 71 acres of land on the Reservation.

As recommended in the memorandum, authority was given for the purchase from Dimensional Investments Limited of approximately 180 acres of land on the Sarnia Indian Reservation in the city of Sarnia, at a price of \$1,250,000.00, subject to the usual adjustments; the Commission to acquire outright ownership of approximately 32 acres of land, being the right-of-way for two steel tower transmission lines now covered by easement on the lands of the vendor; upon completion of the agreement of purchase and sale, the Commission to deposit with the Bank of Montreal in Toronto the sum of \$1,250,000.00, being the purchase price, to be held in escrow by the Bank and to be turned over to Dimensional Investments Limited when the fee of all the land to be acquired by the Commission under the agreement of purchase and sale is transferred and the ownership is vested in the Commission; and the vendor to make available for Commission purposes, as it requires, any land being acquired by the Commission thirty days after acceptance of an offer to purchase the lands described.

Authority was also given for the execution of any documents required in this transaction and confirming approval was given for any arrangements or commitments made to date in the purchase of this property."

Certified true copy

*T. P. Bassano*

SECRETARY



(153)

TILLEY, CARSON, MCCRIMMON & WEDD  
BARRISTERS & SOLICITORS

C. F. H. CARSON, Q.C.      S. E. WEDD, Q.C.  
J. G. MIDDLETON, Q.C.      ALLAN FINDLAY, Q.C.  
G. REITH MACKIE, Q.C.      N. MACL. ROGERS  
J. B. S. SOUTHEY      GLYN LAMPREY  
A. S. KINOSMILL      J. R. HOUSTON  
D. B. MCCRIMMON      J. C. CARSON

ONTARIO HYD. -

CABLE ADDRESS "THERBON"  
TELEPHONE EMPIRE 3-9371

30 DEC 1959

LAW. DIVISION

44 KING ST. WEST

TORONTO 1  
CANADA

29th December, 1959.

Lorne McDonald, Esq., Q.C.,  
General Counsel,  
The Hydro-Electric Power Commission of Ontario,  
620 University Avenue,  
Toronto, Ontario.

Dear Mr. McDonald:

re: Purchase of Land in Sarnia  
Indian Reserve.

I have now had an opportunity to consider whether the Commission had power to expropriate the lands purchased by it from Dimensional Investments Limited under the Agreement of Sale dated 11th March, 1959.

At the outset, I shall state shortly my understanding of the relevant facts. The lands in question of approximately 175 acres were part of a block of approximately 3,100 acres in the Sarnia Indian Reserve. Title to these lands was vested in the Crown in the right of Canada. The Commission required the 175 acres for a transformer station and transmission lines. It carried on negotiations for their purchase with the local Indian Agent, but these were unsuccessful. About the same time, options for the purchase of parts of the block of 3,100 acres had been obtained on behalf of



Lorne McDonald, Esq., Q.C.,

2.

Dimensional from Indians of the Reserve. Later, Dimensional was able to arrange for the Crown in the right of Canada, represented by the Minister of Citizenship and Immigration, to enter into an agreement for the sale to Dimensional of the whole block of 3,100 acres. This Agreement of Sale was executed under date of 14th March, 1959.

By section 35(1) of the Indian Act (R.S.C. 1952, c. 149), the Commission may exercise its powers of expropriation in relation to lands in a reserve "with the consent of the Governor in Council and subject to any terms that may be prescribed by the Governor in Council". The Commission had no power, in my opinion, to expropriate the 175 acres in question from the Crown without the consent of the Governor in Council and I understand the Commission's request for such consent was refused.

By virtue of section 28(1) of the Indian Act, any agreement by which a member of a band of Indians purports to grant to any person other than a member of the band any rights on a reserve is void. Under the options it obtained from the Indians, Dimensional clearly did not, therefore, acquire any right to the lands of the Reserve that could have been expropriated by the Commission.



Lorne McDonald, Esq., Q.C.,

3.

By the Agreement of Sale with Dimensional, the Minister of Citizenship and Immigration covenanted to grant Dimensional letters patent to the block of 3,100 acres upon payment in full of the purchase price. Dimensional was not, however, required to pay the balance of the purchase price until 15th March, 1961. If the Commission had been able to wait until Dimensional had received a patent to the 3,100 acres, it would then, in my opinion, have had the right to expropriate from Dimensional the 175 acres required for its own purposes.

Before a patent to the land in question was issued to Dimensional, however, Dimensional, in my opinion, had nothing which the Commission could expropriate. Under an agreement of sale of land the purchaser acquires an equitable interest in the land only if the purchaser is entitled to specific performance of the agreement: Howard v. Miller (1915) A.C. 318; Central Trust v. Snider (1916) 1 A.C. 266; Church v. Hill (1923) S.C.R. 642.

Dimensional as the purchaser under an agreement of sale of Crown land was not, however, entitled to specific performance because specific performance will not be decreed against the Crown: Clarke v. R. (1886) 1 Ex. C.R. 182;





Lorne McDonald, Esq., Q.C.,

4.

Gauthier v. R. (1915) 15 Ex. C.R. 444; Fitzpatrick v. R. (1925) 57 O.L.R. 178. The law in this respect as laid down in the above cases has not been altered by the Petition of Right Act, the Exchequer Court Act or any other Dominion statute.

The powers to expropriate given to the Commission under The Power Commission Act (R.S.O. 1950, c. 281) and, by virtue of section 24(3) of that Act, under The Public Works Act (R.S.O. 1950, c. 323), do not, in my opinion, include the power to expropriate a contractual right that does not constitute an interest in land. The Commission has power to expropriate "land" and by definition "land" includes a "right or interest in, to, over, under or affecting land". "Land" as so defined does not, in my opinion, include a mere contractual right in relation to land that will not be specifically enforced by the courts.

In the result, therefore, the Commission did not have power, in my opinion, to expropriate the right Dimensional acquired with respect to the 175 acres in question under its Agreement of Sale with the Crown.

I am returning to you herewith the Agreements,



42

(153-635)

Lorne McDonald, Esq., Q.C.,

5.

plans and other documents relating to this matter.

Yours faithfully,

CFHC.A

Encls.

*J. D. Bassau*



16  
Sale No. 628-<sup>(29)</sup>

(see Exh 146)

THIS INDENTURE made this 14<sup>th</sup> day of  
March, A.D. 1959.

## B E T W E E N:

HER MAJESTY, QUEEN ELIZABETH THE SECOND,  
in right of Canada as represented by the  
Minister of Citizenship and Immigration,  
hereinafter called the "Minister"

## OF THE FIRST PART

- and -

DIMENSIONAL INVESTMENTS LIMITED,  
a company duly incorporated under the laws  
of the Province of Ontario, with head office  
at the City of Toronto, in the Province of  
Ontario,  
hereinafter called the "Purchaser"

## OF THE SECOND PART

WHEREAS the lands described in Schedule "A" hereto  
attached are surrendered lands within the meaning of the Indian  
Act, R.S.C. 1952, chapter 149, having been surrendered by the  
Sarnia Band of Indians for sale to the Purchaser.

AND WHEREAS the Minister, pursuant to the provisions  
of the said surrender and under the authority of the Indian Act,  
R.S.C. 1952, chapter 149, section 53, has agreed to sell the said  
lands to the Purchaser upon the terms and conditions hereinafter  
contained.

AND WHEREAS for the purposes of the said surrender  
and sale, the value of the interests (as loctees or under certi-  
ficates of possession) of the individual Indians with respect to  
the said lands has been fixed and determined at the sum of  
\$3,327,636.30 (which amount is included in the total purchase  
price hereinafter set out) and the individual interests of the  
said Indians in the said sum are set out in Schedule "B" hereto  
attached.

DIMENSIONAL-CROWN

CERTIFIED TO BE A TRUE COPY  
INCLUDING SCHEDULES PAGES 1 TO 29 INCLUSIVE.

*J. A. Jones*  
J. A. Jones, Director, Indian Affairs Branch.



44

NOW, THEREFORE, THIS DAY MARCH, 1959, IT IS AGreed that in consideration of the mutual covenants, agreements and stipulations hereinafter contained, the Minister agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Minister, the lands and premises more particularly described in Schedule "A" hereto attached upon the following terms and conditions.

1. The total purchase price shall be the sum of \$6,521,946.00 of lawful money of Canada to be paid as follows:
  - (a) \$750,000.00 in cash to the Receiver General of Canada upon the execution and delivery of this agreement.
  - (b) \$332,763.63 in cash upon the execution and delivery of this agreement to the individual Indians or their personal representatives in the proportion and amounts set out in Schedule "B" hereto attached.
  - (c) \$500,000.00 in cash to the Receiver General of Canada in equal, consecutive, monthly instalments of \$50,000.00 each commencing on the 30th day of April, A.D. 1959, and on the 30th day of each month thereafter until the said sum is paid.
  - (d) \$100,000.00 in cash to the Receiver General of Canada payable in four equal instalments of \$25,000.00 on the 15th days of June, September and December, A.D. 1959, and on the 15th day of March, A.D. 1960.
  - (e) The balance then remaining of the said total purchase price in cash to the Receiver General of Canada on or before the 15th day of March, A.D. 1961.

Provided that the Purchaser, upon the execution and delivery of this agreement, shall be given credit upon that part of the said total purchase price referred to in paragraph 1 (e) for the considerations paid for options granted by individual Indians and subsequent payments upon their



individual interests totalling in all \$18,672.00 as set out in column 6 of Schedule "B" hereto attached.

Together with interest at the rate of five per centum (5%) per annum both before and after default and both before and after maturity computed from the 15th day of March, A.D.1959, upon the balances owing from time to time under this agreement payable to the Receiver General of Canada half-yearly on the 15th days of March and September in each year commencing on the 15th day of September, A.D.1959, until the said purchase price is fully paid and satisfied.

With the privilege to the Purchaser of paying any further amount on account of or the whole balance owing at any time without notice or bonus.

2. On or before the delivery of this agreement, the Purchaser shall enter into agreements providing
  - (a) for the purchase of the interest of the Trustees of the St.Clair Congregation of the United Church of Canada in their Church now on the lands described in Schedule "A" hereto attached for the sum of \$62,000.00 to be paid on or before the 15th day of March, A.D. 1961, with possession one month after such payment, and
  - (b) for the purchase of the interest of the Board of Home Missions of the United Church of Canada in the Manse now on the lands described in Schedule "A" hereto attached for the sum of \$18,000.00 to be paid on or before the 15th day of March, A.D. 1961, with possession one month after such payment,and shall deliver duly executed copies of such agreements to the Minister on delivery of this agreement.



3. On or before the delivery of this agreement, the Purchaser shall produce evidence by way of certified cheques that the payments provided for in paragraph 1 (b) of this agreement will be made.
4. The Purchaser covenants with the Minister to pay the said purchase price and the said sums of money above mentioned as each of such sums become due and payable and interest thereon as hereinbefore provided.
5. The Purchaser accepts the title of Her Majesty the Queen in right of Canada to the lands and premises described in Schedule "A" hereto attached as at the date of this Indenture and upon payment in full of the said purchase price, the Minister covenants to grant to the Purchaser by letters patent the lands described in Schedule "A" hereto attached free from any encumbrances that may come into existence after the date of this Indenture through the act or default of the Minister but subject to any encumbrances that may exist through the act or default of the Purchaser and subject to the reservation of all mines and minerals, with the exception of salt, but without the right to enter upon said lands to extract or remove or work such mines and minerals.
6. While not in default under the terms of this agreement, the Purchaser shall be entitled from time to time to receive and obtain grants to it or its nominees of parts of the lands described in Schedule "A" hereto attached as provided in paragraph 5 upon providing the Minister with a plan of survey and legal description of the part to be granted and paying to the Receiver General of Canada for application upon that part of the total purchase price referred to in paragraph 1 (e) the following amounts:
  - (a) in the case of lands lying east of Tashmoo Avenue the



value of the interest of the individual Indians as shown in column 7 of Schedule "B" hereto attached or balance owing thereon, together with an additional \$800.00 per acre for the land taken or where the whole is not taken the value of the interest of the individual Indians in the part taken calculated on the total acreage and average purchase price per acre as shown in column 9 of Schedule "B" hereto attached, together with an additional \$800.00 per acre for the land taken, and

- (b) in the case of lands lying west of Tashmoo Avenue, with the exception of the River Range, the value of the interest of the individual Indians as shown in column 7 of Schedule "B" hereto attached or balance owing thereon, together with an additional \$1,000.00 per acre for the land taken or where the whole is not taken the value of the interest of the individual Indians in the part taken calculated on the total acreage and average purchase price per acre as shown in column 9 of Schedule "B" hereto attached, together with an additional \$1,000.00 per acre for the land taken, and
- (c) in the case of lands in the River Range, the value of the interest of the individual Indians as shown in column 7 of Schedule "B" hereto attached or balance owing thereon, together with an additional \$1,200.00 per acre for the land taken or where the whole is not taken the value of the interest of the individual Indians in the part taken calculated on the total acreage and average purchase price per acre as shown in column 9 of Schedule "B" hereto attached, together with an additional \$1,200.00 per acre for the land taken;



Provided that if the land to be granted is to be used for the purpose of erecting an industrial building and such building will be located within 250 feet of a residence of an individual Indian, the full value of the interest of the individual Indian as shown in column 7 of Schedule "B" hereto attached or balance owing thereon shall be paid to the Receiver General of Canada for application on that part of the total purchase price referred to in paragraph 1 (e); and

Provided that of the amounts payable upon the execution and delivery of this agreement, \$332,763.63 is to be considered and treated as payment on account of the said purchase price for the purpose of entitling the Purchaser to call for and receive grants from time to time of parts of the said lands described in Schedule "A" hereto attached as hereinbefore provided in this paragraph, such amount to be applied and credited only upon the additional amount per acre payable under the terms of this paragraph, and the Purchaser is to be entitled to grants accordingly immediately upon execution and delivery of this agreement to the extent that payment of the said sum of \$332,763.63 on account of the said purchase price credited and charged up as set out above entitles it to grants under the provisions of this paragraph.

7. The Purchaser covenants with the Minister, during the continuance of this agreement, to punctually pay and satisfy all assessments, rates and taxes which may lawfully be levied or imposed upon or in respect of the lands described in Schedule "A" hereto attached.
8. It is understood and agreed between the parties hereto that His Majesty, King George the Sixth, represented by the Honourable the Minister of Mines and Resources of Canada, entered into a lease with the Sun Oil Company Limited dated the 24th day of



April, 1947, covering those lands described in Part I of Schedule "C" hereto attached and a further lease with the Sun Oil Company Limited dated the 24th day of April, 1947, covering those lands described in Part II of Schedule "C" hereto attached, and in the event that the Purchaser cannot arrange for the surrender of such two leases on or before the 15th day of March, A.D. 1961, the Purchaser shall have the right to delete and have withdrawn from this agreement the lands described in said Schedule "C" and in such event the total purchase price shall be reduced by the sum of \$187,760.20 which amount shall be deducted from the balance of the purchase price as payable in paragraph 1 (e) of this agreement.

9. It is understood and agreed by and between the parties hereto that the Purchaser shall not be entitled to take possession of the lands described in Schedule "A" hereto attached or any portion thereof until the same has been granted by the Minister to the Purchaser or the Purchaser has established entitlement to such grant in accordance with the provisions of this agreement, and such right of possession shall be subject to the Purchaser first giving to the individual Indians upon the lands granted or to be granted, sixty days' notice in writing of its intention to take possession of the same, and provided that where the individual Indians are residing in houses upon the lands granted or to be granted, such individual Indians shall be entitled to retain possession of such residence for a period of six months from the date of such grant or entitlement thereto.
10. The Purchaser covenants and agrees that if default be made in payment of the said purchase price and interest, or any part thereof, upon the days and times hereinbefore provided, or if default be made in the performance or observance of any of the covenants, agreements and stipulations to be performed and observed by the Purchaser, the Minister shall be entitled to



give the Purchaser thirty days' notice in writing requiring it to remedy such default, and upon such notice having been given and such default not having been remedied, this agreement shall, at the option of the Minister, be terminated and all rights and interest hereby created or then existing in favour of the Purchaser or derived by it under this agreement with respect to the lands not already granted to the Purchaser shall cease and determine, and the Minister shall be entitled to retain any moneys paid under this agreement as liquidated damages and not as a penalty.

11. The Purchaser covenants and agrees not to register or deposit this agreement in the Registry Office for the Registry Division of the County of Lambton.
12. The Purchaser covenants and agrees not to assign this agreement without the consent in writing of the Minister except by way of collateral security to any chartered bank in Canada, the Industrial Development Bank or any approved lender under the National Housing Act and in any event the Minister covenants and agrees not to unreasonably withhold such consent.
13. It is agreed by and between the parties hereto that time shall be of the essence of this agreement, and that no extension of time for any payment by the Purchaser or for rectification of any breach of any covenant, agreement or stipulation herein contained shall operate as a waiver of this provision with respect to any other payment or rectification or extension of time, except as specifically granted in writing by the Minister.
14. Wherever in this agreement it is required or permitted that notice or demand be given or served by either party to this agreement to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail addressed as follows:



To the Minister at Ottawa, Ontario

To the Purchaser at 133 Richmond Street West,  
Toronto, Ontario.

Such address may be changed from time to time by either party  
by serving notice as above provided.

15. The parties agree that all the provisions of this Indenture  
shall bind and enure to the benefit of the parties hereto,  
and their respective successors and assigns.

IN WITNESS WHEREOF the Minister has hereunto set her  
hand and the Purchaser has hereto affixed its corporate seal  
by its proper officers in that behalf.

SIGNED, SEALED AND DELIVERED  
in the presence of

W.S. Rixine

as to the signature of the  
Minister

Ellen L. Fairclough  
Minister of Citizenship and  
Immigration

DIMENSIONAL INVESTMENTS LIMITED

Saul Sipley  
President

S. Ray  
Secretary

S. Jameson



52  
SCHEDULE "A"

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the City of Sarnia, in the County of Lambton, and Province of Ontario, and being composed of part of the lots and road allowances laid out upon plan number 122 for the said City of Sarnia registered in the Registry Office for the Registry Division of the County of Lambton, a copy of which is of record number P. 415 in the Indian Affairs survey records, and the land lying between the western most of said road allowances and the water's edge of the River Saint Clair, all more particularly described as follows:

FIRSTLY: All of lots numbered 1 to 7 both inclusive in ranges number 2 to 5 both inclusive; the north one-half of lot number 2 and all of lots numbered 3 to 7 both inclusive in range number 6; and the north one-half of lot number 2 and all of lots numbered 3 and 4 and all of lot lettered "C" in range number 7;

SECONDLY: All that portion of Gore lot lettered "D" lying north of a straight line drawn from the south-east angle of lot number 11 in the River Range to a point in the west limit of lot number 2 in range number 7 where it is intersected by the line between the north and south halves of said lot number 2;

THIRDLY: All of lots numbered 12 to 16 both inclusive in the River Range;

FOURTHLY: All that certain parcel of land lying and being immediately west of lots numbered 10 to 16 both inclusive in the River Range more particularly described as follows:

COMMENCING at the north-west angle of said lot number 16;

THENCE southerly along the west limits of said lots numbered 16, 15, 14, 13, 12, 11 and 10 to the south-west angle of said lot number 10;

THENCE in a straight line being the continuation westerly of the south limit of said lot number 10 to the water's edge of the River St. Clair;

THENCE northerly along the water's edge of the River St. Clair to its intersection with the north limit of said lot number 16 produced westerly;

THENCE easterly along the north limit of said lot number 16 produced westerly to the place of beginning;



FIFTHLY: All that certain parcel of land lying and being immediately west of lots numbered 1 and 2 in the River Range more particularly described as follows: COMMENCING at the north-west angle of said lot number 2; THENCE southerly along the west limits of said lots numbered 2 and 1 to the south-west angle of said lot number 1; THENCE westerly in a straight line being the continuation westerly of the south limit of said lot number 1 to the water's edge of the River St. Clair; THENCE northerly along the water's edge of the River St. Clair to its intersection with the north limit of said lot number 2 produced westerly; THENCE easterly along the north limit of said lot number 2 produced westerly to the place of beginning;

SIXTHLY: All that portion of the road allowance (now known as Vidal Street) lying to the rear or east of lots numbered 22 to 28 both inclusive in the River Range and between the production easterly of the south limit of said lot number 22 and the production westerly of the north limit of lot number 7 in range number 6; subject to and reserving an easement in favour of Her Majesty the Queen in right of Canada for the free right of passage of members of the Sarnia Band of Indians;

SEVENTHLY: All that portion of the road allowance (now known as Vidal Street) lying to the rear or east of lots numbered 11 to 16 both inclusive and part of lot number 17 in the River Range and between the production westerly of the south limit of lot lettered "C" and a straight line drawn from the south east angle of lot number 11 in the River Range to a point in the west limit of said lot number 2 in range 7 where it is intersected by the line between the north and south halves thereof; subject to and reserving an easement in favour of Her Majesty the Queen in right of Canada for the free right of passage of members of the Sarnia Band of Indians;

EIGHTLY: All that portion of the road allowance (now known as Polymer Road) lying to the west of part of lot number 2, all of lot number 3 and part of lot number 4 in range 7 and between the east limit of the road allowance hereinbefore referred to now known as Vidal Street, and a straight line drawn from the south east angle of lot number 11 in the River Range to a point in the west limit of said lot number 2 where it is intersected by the line between the north and south halves thereof;



SECONDLY: All the right, title and interest reserved to Her Majesty the Queen in right of Canada in the following road allowances laid out and shown upon said registered plan number 122:

- (a) All that portion of the road allowance (now known as Indian Road) lying to the east of range number 2 and between the production easterly of the south limit of lot number 1 in range number 2 and the production easterly of the north limit of lot number 7 in range number 2.
- (b) All that portion of the road allowance (now known as Scott Road) lying between ranges numbered 3 and 4 and between the production westerly of the south limit of lot number 1 in range number 3 and the production westerly of the north limit of lot number 7 in range number 3.
- (c) All that portion of the road allowance (now known as Tashmoo Avenue) lying between ranges numbered 5 and 6 and between the production westerly of the south limit of lot number 1 in range number 5 and the production westerly of the north limit of lot number 7 in range number 5.

THIRDLY: Together with the right to the Purchaser, its successors and assigns, the owner or owners from time to time of the lands herein described, or any part thereof, to use for all purposes in connection with the lands herein described and the operations carried on thereupon, in common with all other persons entitled thereto from time to time, the road allowance (now known as Churchill Road) lying immediately to the north of lots numbered 7 ~~and~~ in each of ranges number 2 to 6 both inclusive, insofar as the title and interest remaining in Her Majesty the Queen in right of Canada permits.

SAVING AND EXCEPTING THEREOUT AND THEREFROM

FIRSTLY: All those portions of the lands above described conveyed to the Canadian National Railway Company as said portions are shown on plan number 250 deposited in said office, a copy of which is numbered RR 3230 in said records, and on a plan numbered 4968 in said records a copy of which is deposited under number 554 in said office;



SECONDLY: All those portions of the lands above described conveyed to the Erie and Huron Railway Company (now the Lake Erie and Detroit River Railway Company) as said portions are shown on a plan numbered ER 1368 in said records;

THIRDLY: All that part of said lot lettered "C" in range number 7 lying west of the said lands of the Erie and Huron Railway Company (now the Lake Erie and Detroit River Railway Company);

FOURTHLY: All those portions of the lands above described conveyed to the Province of Ontario and now comprising parts of Highway Number 40, as said portions are shown on plan number 120 deposited in said Office, a copy of which is numbered P 2646 in said records.

AND SUBJECT TO THE FOLLOWING RIGHTS, EASEMENTS AND LEASES GRANTED WITH RESPECT TO CERTAIN PORTIONS OF THE LANDS ABOVE DESCRIBED,

NAMELY:

FIRSTLY: TO IMPERIAL OIL LIMITED

A pipe line easement by Letters Patent, reference number 22682, dated November 12, 1934; through lots 3 to 32, river range, as shown on plan M 2227A.

SECONDLY: TO UNITED FUEL SUPPLY COMPANY LIMITED

An easement for a gas pipe line dated September 15th, 1909, as described in Schedule "A" attached thereto, and later shown on Plan M 3236 as "present gas line."

THIRDLY: TO THE UNION GAS COMPANY OF CANADA LIMITED

An easement for a gas pipe line dated August 26th, 1943, as shown on Plan M 3236 and designated "proposed gas line."

FOURTHLY: TO CANADIAN OIL REFINERIES LIMITED

An easement for a pipe line on Vidal Street as shown on plan M 3448 dated May 24th, 1951.

FIFTHLY: TO SUN PIPE LINE COMPANY

An easement for a pipe line on Vidal Street as shown on plan M 3465, dated July 16th, 1952. Assigned in part to Sun Oil Company Limited on August 9th, 1954.

SIXTHLY: TO POLYMER CORPORATION LIMITED

An easement for a pipe line on Lots 2, 3 and 4, Range 7, Lot E and Vidal Street, as shown on plan M 3475, dated June 23rd, 1952.



SEVENTHLY TO DOW CHEMICAL OF CANADA LIMITED

An easement for a pipe line on Lots 2, 3 and 4, Range 7, Lot E and Vidal Street, as shown on Plan M 3475, dated November 19th, 1951, and amended April 25th, 1956, assigned in part to Polymer Corporation Limited, September 29th, 1956.

EIGHTLY TO INTERPROVINCIAL PIPE LINE COMPANY

An easement for a pipe line on the river frontage opposite lots one and two, River Range as shown on plan F 3654 dated September 10th, 1953.

NINETHLY TO INTERPROVINCIAL PIPE LINE COMPANY

An easement for the pipe line on lots 2, 3 and 4, Range 7, as shown on plan 4709 dated July 23rd, 1958.

TENTHLY: TO THE HYDRO ELECTRIC POWER COMMISSION OF ONTARIO

An easement for a power line on all lots 7 in Ranges 2 to 6 and Gore Lot C in Range 7 as shown on plan M 3247 authorised by Order in Council P.C. 2831 dated June 9th, 1950.

ELEVENTHLY: TO THE HYDRO ELECTRIC POWER COMMISSION OF ONTARIO

An easement for a power line on Lot 7, Range 6, and Churchill Road, 30 feet wide, as shown on plan F 3338, dated November 17th, 1954.

TWELFTHLY: TO THE HYDRO ELECTRIC POWER COMMISSION OF ONTARIO

An easement for a power line through Gore Lot C, Range 7, and River Range, Lots 9 to 16, as shown on Plan M 3711, dated December 29th, 1953.

THIRTEENTHLY: TO THE HYDRO ELECTRIC POWER COMMISSION OF ONTARIO

An easement for a power line through lots 2, 3 and 4, Range 7, Gore Lot C, Range 7, lots 5 and 6, Range 6, and Lot 6, Range 5 - (16.5 feet wide) as shown on plan M 3923, dated May 6th, 1955.

FOURTEENTHLY: TO THE HYDRO ELECTRIC POWER COMMISSION OF ONTARIO

An easement for a power line through lots 1, 2, 3 and 4, Range 2, Lots 4, 5, 6 and 7, Range 3 and Lot 7, Range 4, as shown on Plan M 3118 dated March 30th, 1946.

FIFTEENTHLY: TO Any rights which may exist with respect to the Matthew drainoff ditch on Scott Road opposite Lots 2, 3 and 4, Plan M 2483 and the Jacob drainage ditch Plan M 1661 through lots 3 and 4, Range 7 and Lots 4, 5 and 6, Range 6.



SIXTEENTHLY: TO SUN OIL COMPANY LIMITED

Lease dated April 24th, 1947, and registered May 29th, 1947, as number 25166 of a part of lot 6, range 6, and more particularly described under Part One in the Schedule marked "C" attached hereto.

SEVENTEENTHLY: TO SUN OIL COMPANY LIMITED

Lease dated April 24th, 1947, and registered May 29th, 1947, as number 25165 of part of lot "C", range 7, and more particularly described under Part Two in the Schedule marked "C" attached hereto.



卷之三

showing interests (as locators or under certificates of possession) of individual Indians with respect to lands described in Schedule "A".

1.	2.	3.	4.	5.	6.	7.	8.	9.
Name, and/or to whom payment is to be made	Locatee ticket or certificate of possession number	Property	Total Value	10% Payment to be made on execution and delivery of agreement to individual Indians	Amounts already paid to Indians which credit is to be given	Balance due to be paid to individual Indians for General of Canada	Total Acreage as shown on option or as calculated from plan	Average price per acre if partial acre revenue given
Telford Adams	C.P. 2448 L.T. 8369 Pending L.T. 1509 Pending	Lot 2, Range 2 Lot 1, Range 3 Lot 2, Range 3 Lot 3, Range 4 Lot 5, Range 5	\$141,000.00	\$14,100.00	\$2,300.00	\$124,600.00	116	\$1,215.51
Russell Bird Winifred Bird	C.P. 2834 C.P. 2833 L.T. 7175 C.P. 338	Lot 1, Range 3 Lot 4, Range 3 Lot 3, Range 7 Gore lot D	\$100,000.00	\$10,000.00	\$ 196.00	\$ 89,804.00	97.74	\$1,023.12
Alexander Bird and C.P. 2835 Eleanor Bird	C.P. 104	Lot 1, Range 3 Lot 15, River Range	\$16,100.00 \$25,000.00	\$ 1,610.00 \$ 2,500.00	\$ 140.00 \$ 25.00	\$ 14,350.00 \$ 22,475.00	14.17 .7	\$1,129.14 whole parcel
Alexander Bird and Eleanor Bird	C.P. 2832	Lot 4, Range 3	\$14,000.00	\$ 1,400.00	\$ 40.00	\$ 12,560.00	20.18	\$ 693.75
William Bird	L.T. 5176	Lot 7, Range 4	\$15,000.00	\$ 1,500.00	\$ 10.00	\$ 13,490.00	2	\$ 17,500.00



1.	2.	3.	4.	5.	6.	7.	8.
Iera Bressette Sarah Maness Way Rodd	L.T. 8124	Lot 6, Range 3 Lot 5, Range 6	\$45,000.00 \$4,500.00	\$ 4,500.00 \$ 220.00	\$ 220.00 \$40,280.00	\$ 58.69 \$ 766.71	\$ 766.71
Norman Bunge	C.P. 2204	Lot 13, River Range	\$11,000.00 \$ 1,100.00	\$ 135.00 \$ 9,765.00	\$ 135.00 \$ 9,765.00	\$ 5,500.00	\$ 5,500.00
Amie Bunge and Estate of William Bunge	L.T. 6125	Lot 5, Range 3	\$10,100.00 \$ 1,010.00	\$ 130.00 \$ 960.00	\$ 130.00 \$ 8,960.00	13 1/3 \$ 757.68	\$ 757.68
Ward L. Leroy Administrator William Bunge Estate	L.T. 7137	Lot 13, River Range	\$35,000.00 \$ 3,500.00	\$ 150.00 \$ 31,350.00	\$ 150.00 \$ 31,350.00	9.6 \$ 3,645.83	\$ 3,645.83
James R. Cottrellle	C.P. 3020	Lot 14, River Range	\$16,996.00 \$ 1,699.60	\$ 125.00 \$ 15,171.40	\$ 125.00 \$ 15,171.40	.83 whole parcel	whole parcel
Thomas Cottrellle	C.P. 2802	Lot 5, Range 6	\$10,000.00 \$ 1,000.00	\$ 130.00 \$ 8,870.00	\$ 130.00 \$ 8,870.00	1 1	\$10,000.00
William Cottrellle	C.P. 3019	Lot 14, River Range	\$65,000.00 \$ 6,500.00	\$ 168.00 \$ 58,332.00	\$ 168.00 \$ 58,332.00	33.85 33.85	\$ 1,923.19
Alfred Cottrellle	C.P. 2803 C.P. 3854 House on	Lot 6, Range 3 Lot 4, Range 7 Lot 7, Range 6	\$30,000.00 \$ 3,000.00	\$ 125.00 \$ 26,875.00	\$ 125.00 \$ 26,875.00	12 12	\$ 2,500.00
James Cottrellle	Pending C.P. 2801	Lot 4, Range 5 Lot 5, Range 6	\$14,000.00 \$ 1,400.00	\$ 126.00 \$ 126.00	\$ 126.00 \$ 126.00	13 13	\$ 1,076.22



1.	2.	3.	4.	5.	6.	7.	8.	9.
Wifford Cottrelle	none	Buildings only on lot 4, Range 5	\$ 2,000.00	\$ 200.00	\$ 20.00	\$ 1,780.00	\$ 1,780.00	none
Wifford Cottrelle C.P. 3001	Lot 3, Range 6	\$350.00	\$ 35.00	\$ 105.00	\$ 210.00	1/2	whole parcel	
Clifford David C.P. 696	Lot 4, Range 3	\$16,126.00	\$ 1,612.60	\$ 40.00	\$14,473.40	20.18	\$ 799.17	
Leo Degurse L.T. 9842	Lot 2, Range 2	\$30,196.00	\$ 3,019.60	\$ 180.00	\$26,996.40	40.28	\$ 749.65	
Holdie Fisher C.P. 3034	Lot 6, Range 2	\$ 4,500.00	\$ 450.00	\$ 130.00	\$ 3,920.00	5.33	\$ 844.28	
Estate of Flora Fisher L.T. 7138	Lot 13, River Range	\$30,000.00	\$ 3,000.00	\$ 125.00	\$26,875.00	11.6	\$2,586.20	
Richard George L.T. 6873	Lot 5, Range 6	\$15,500.00	\$ 1,550.00	\$ 140.00	\$13,810.00	19.26	\$ 804.77	
Alexander Gray L.T. 8772	Lot 7, Range 3	\$17,000.00	\$ 1,700.00	\$ 150.00	\$15,150.00	15.18	\$1,119.89	
Conocoex C.P. 2882	Lot 6, Range 3	\$ 8,000.00	\$ 800.00	\$ 120.00	\$ 7,080.00	10.35	\$ 774.01	
Iveson Elijah Estate 4034-207								
Elizabeth Maness Estate and Basil Gray L.T. 7696	Lot 3, Range 3	\$28,203.00	\$ 2,820.30	\$ 80.00	\$25,302.70	40.29	\$ 700.00	\$7,250.00
Basil Gray C.P. 2429	Lot 7, Range 6	\$14,500.00	\$ 1,450.00	\$ 10.00	\$13,040.00	2		
Wilfred W. Gray, Sr. - 11?	Lot 3, Range 4	\$14,000.00	\$ 1,400.00	\$ 140.00	\$12,460.00	20.43	\$ 685.27	
	Lot 3, Range 6	\$56,385.00	\$5,638.50	\$ 262.00	\$50,484.50	79.5	\$ 709.25	



1.	2.	3.	4.	5.	6.	7.	8.
Bessie Gray	L.T. 1508	Lot 16, River Range	\$45,000.00	\$ 4,500.00	\$ 150.00	\$40,350.00	\$22,500.00
Stanley C. Jackson	C.P. 3747	Lot 4, Range 6	\$ 4,000.00	\$ 400.00	\$ 108.00	\$ 3,492.00	\$ 1,000.00
Mrs. Emily Jackson	C.P. 3746	Lot 4, Range 6	\$45,000.00	\$ 4,500.00	\$ 74.00	\$40,426.00	\$ 1,232.20
Mrs. Elsie Evelyn Maness Jacobs	L.T. 8771	Lot 7, Range 3	\$ 4,000.00	\$ 400.00	\$ 150.00	\$ 3,450.00	\$ 800.00
Gordon H. Jacobs	L.T. 8814	Lot 7, Range 4	\$31,000.00	\$ 3,100.00	\$ 200.00	\$27,700.00	\$ 1,534.65
Levin H. Jacobs (2 options)	L.T. 9802.	Lot 6, Range 5	\$12,820.00	\$ 1,282.00	\$ 125.00	\$11,413.00	\$12,820.00
L.T. 8815		Lot 7, Range 4	\$12,300.00	\$ 1,230.00	\$ 40.00	\$11,030.00	\$ 711.80
Dora Jacobs and Lillian Williams	C.P. 1855	Lot 4, Range 2	\$28,231.00	\$ 2,823.10	\$ 80.00	\$25,327.90	40.33
Dora Jacobs	C.P. 1856	Lot 6, Range 6	\$48,000.00	\$ 4,800.00	\$ 260.00	\$42,940.00	\$ 600.00
Mrs. Jessie James	L.T. 10041	Lot 7, Range 3	\$31,252.00	\$ 3,125.20	\$ 180.00	\$27,946.80	\$ 781.30
Cont Earl James	L.T. 7427	Lot 4, Range 5	\$19,901.00	\$ 1,990.10	\$ 156.00	\$17,754.90	\$ 700.00
Mrs. Eleanor James	L.T. 9839	Lot 15, River Range	\$ 9,000.00	\$ 900.00	\$ 110.00	\$ 7,990.00	\$ 1
Jessie James	C.P. 3837	Lot 4, Range 5	\$21,294.00	\$ 2,129.40	\$ 25.00	\$18,984.60	\$ 532.35



1.	2.	3.	4.	5.	6.	7.	8.	9.
William Joseph L.T. 7542		Lot 2, Range 3	\$26,100.00	\$ 2,610.00	\$ 180.00	\$23,310.00	35	\$ 745.71
Estate of Mrs. Noah Joseph	L.T. 6562	Lot 6, Range 4	\$ 750.00	\$ 75.00	\$ 2.00	\$ 673.00	15/16	\$ 750.00
Noah Joseph (2 options)	L.T. 7387	Lot 7, Range 2	\$33,252.00	\$3,325.20	\$ 180.00	\$29,746.80	40.36	\$ 823.38
	L.T. 7387	Lot 6, Range 2	\$28,245.00	\$2,824.50	\$ 80.00	\$25,340.50	40.35	\$ 700.00
James B. Joseph	L.T. 7542	Lot 7, Range 5	\$31,000.00	\$3,100.00	\$ 162.00	\$27,738.00	31	\$ 1,000.30
Nancy Kabayam Estate	none	Lot 1, Range 4	\$41,300.00	\$4,130.00	\$ 118.00	\$37,052.00	59	\$ 700.00
Receiver General of Canada in trust for Bruce Fisher	none	Lot 6, Range 2	\$ 4,500.00	\$ 450.00	\$ 130.00	\$ 3,920.00	5.33	\$ 844.28
Carl F. Maness Ormond Maness	L.T. C123	Lot 6, Range 3	\$14,119.00	\$1,411.90	\$ 140.00	\$12,567.10	20.17	\$ 700.00
Charles Maness (2 options)	L.T. 5978	Lot 5, Range 2	\$28,224.00	\$2,822.40	\$ 180.00	\$25,221.60	40.32	\$ 700.30
	C.P. 1078	Lot 6, Range 4	\$14,354.00	\$1,435.40	\$ 40.00	\$12,871.00	20.22	\$ 700.30
Arthur Maness Elvira Maness (2 options)	C.P. 2449	Lot 15, River Range	\$18,000.00	\$1,800.00	\$ 25.00	\$10,175.00	1.76	\$11,530.46
	L.T. 3823	Lot 3, Range 5	\$30,000.00	\$3,000.00	\$ 260.00	\$26,740.00	40.33	\$ 743.65



Card L. Leroy Administrator Edwin Maness Estate	none	Lot 7, Range 6	\$15,000.00	\$ 1,500.00	\$ 128.00	\$ 1,071.43
Worrell Maness	C.P. 57	Lot 7, Range 5	\$24,000.00	\$ 2,400.00	\$ 125.00	\$ 4,000.00
Terena Maness	L.T. 8250	Lot 6, Range 6	\$ 6,000.00	\$ 600.00	\$ 125.00	\$ 6,000.00
Earl Maness	C.P. 107	Lot 15, River Range	\$20,750.00	\$ 2,075.00	\$ 125.00	\$20,750.00
Bill Mahnabdin	C.P. 312	Lot 3, Range 3	\$30,000.00	\$ 3,000.00	\$ 180.00	\$26,820.00
Matthew Mahnabdin	L.T. 7359	Lot 6, Range 5	\$33,000.00	\$ 3,300.00	\$ 156.00	\$29,544.00
Mr. Ellen Mahnabdin	L.T. 8002	Lot 2, Range 7	\$90,500.00	\$ 9,050.00	\$ 335.00	\$81,115.00
L.T. 8002	Lot 5, Range 5					
L.T. 9803	Lot 6, Range 5					
Matthew Mahnabdin	C.P. 3827	Lot 3, Range 7	\$28,900.00	\$ 2,890.00	\$ 174.00	\$25,836.00
Mr. Hobie Gladys Mahnabdin	L.T. 6872	Lot 5, Range 6	\$ 1,700.00	\$ 170.00	\$ 125.00	\$ 1,405.00
State of Min. Mahnabdin	L.T. 7360	Lot 6, Range 5	\$12,429.00	\$ 1,242.90		\$11,186.10
Albert Oliver	L.T. 6563	Lot 6, Range 4	\$36,650.00	\$ 3,665.00		\$32,785.00
James H. Plain	L.T. 7520	Lot 5, Range 3	\$45,633.33	\$ 4,653.33		\$41,781.97
						\$73.1



1.	2.	3.	4.	5.	6.	7.	8.	9.
Levi Plain	L.T. 8792	Lot 7, Range 2	\$ 8,650.00	\$ 865.00	\$ 125.00	\$ 7,660.00	10	\$ 865.00
Kenneth Plain	L.T. 3783	Lot 7, Range 6	\$36,000.00	\$3,600.00	\$ 150.00	\$32,250.00	116	\$ 3,103.45
C.P. 2258		Lot 13, River Range.						
Clarence Plain	L.T. 8791	Lot 7, Range 2	\$38,802.00	\$3,880.20	\$ 200.00	\$34,721.80	36.36	\$ 1,064.41
C.P. 1701		Lot 7, Range 5						
Sarah Plain	C.P. 2876	Lot 4, Range 7	\$16,098.00	\$1,609.80	\$ 144.00	\$14,344.20	22.41	\$ 718.34
C.P. 4017		Lot 2, Range 3						
Nicholas Plain (2 options)	C.P. 4060	Lot 4, Range 4	\$50,000.00	\$5,000.00	\$ 220.00	\$44,780.00	60.87	\$ 821.44
	L.T. 6498	Lot 3, Range 2	\$28,000.00	\$2,800.00	\$ 80.00	\$25,120.00	40.30	\$ 694.79
Philip George estate and Nicholas Plain	L.T. 7762	Lot C, Range 7	\$36,558.00	\$3,655.80	\$ 122.00	\$32,780.20	60.93	\$ 600.00
Agnes Kern and Nicholas Plain	L.T. 5634	Lot 7, Range 5	\$ 8,400.00	\$ 840.00	\$ 24.00	\$ 7,536.00	12	\$ 700.00
Ronald Plain	C.P. 4059	Lot 4, Range 4	\$15,400.00	\$1,540.00	\$ 140.00	\$13,720.00	20	\$ 770.00
Frederick Plain	L.T. 7510	Lot 5, Range 4	\$22,182.00	\$2,218.20	\$ 150.00	\$19,813.80	20.26	\$ 1,094.37



1.	2	3.	4.	5.	6.	7.	8.
James Plain (2 options)	L.T. 7509	Lot 5, Range 4	\$39,231.00	\$ 3,923.10	\$ 40.00	\$35,267.90	\$ 1,920.71
	L.T. 8102	Lot 6, Range 5	\$ 8,000.00	\$ 800.00	\$ 125.00	\$ 7,075.00	\$ 4,000.00
Elston Plain	C.P. 697 C.P. 1158}	Lot 7, Range 4	\$20,000.00	\$ 2,000.00	\$ 150.00	\$17,850.00	\$ 2,000.00
Joyce Plain	L.T. 9600	Lot 2, Range 4	\$28,280.00	\$2,828.00	\$ 180.00	\$25,272.00	40.40
Receiver General of Canada In trust for <del>Settlements</del>	L.T. 8607	Lot 5, Range 4	\$14,182.00	\$ 1,418.20	\$ 140.00	\$12,623.80	20.26
<del>Settlements</del> Lewis Plain							
Leonard Plain (2 options)	L.T. 6456	Lot 5, Range 4	\$14,000.00	\$ 1,400.00	\$ 40.00	\$12,560.00	20
	L.T. 8580	Lot 6, Range 5	\$13,000.00	\$ 1,300.00	\$ 150.00	\$11,550.00	2
Mildred Road	L.T. 1079	Lot 6, Range 4	\$19,000.00	\$ 1,900.00	\$ 140.00	\$16,960.00	20.22
Alfred Road	C.P. 491	Lot 16, River Range	\$20,000.00	\$2,000.00	\$ 125.00	\$17,875.00	2
Theodore Road <del>and</del>	L.T. 7781	Lot 4, Range 2	\$21,000.00	\$2,100.00	\$ 156.00	\$18,744.00	28.26
Mildred Road	L.T. 7568	Lot 5, Range 6	\$ 1,400.00	\$ 140.00	\$ 125.00	\$ 1,135.00	2
Estate of Joseph <del>WILLIAMS</del> and Matilda <del>EGGERT</del>	L.T. 3736	Lot 7, Range 6	\$ 1,400.00	\$ 140.00	\$ 125.00	\$ 1,135.00	2
Classed Real	L.T. 7559	Lot 7, Range 6	\$50,600.00	\$5,600.00	\$ 136.00	\$22,604.00	18



1.	2.	3.	4.	5.	6.	7.	8.	9.
<del>6-1-3-2-3-4</del>	C.P. 2900	Lot 5, Range 2	\$28,224.00	\$ 2,822.40	\$ 182.00	\$25,219.60	\$ 40.32	\$ 70.00
Winfred Rode								
Stuart Rogers	L.T. 6988	Lot 12, River Range	\$36,500.00	\$ 3,650.00	\$ 125.00	\$32,725.00	8.5	\$ 4,294.12
Stafford F. Rogers	L.T. 9992	Lot 7, Range 5	\$ 1,400.00	\$ 140.00	\$ 4.00	\$ 1,256.00	2	\$ 700.00
(4 options)	L.T. 5848	Lot 2, Range 6	\$25,000.00	\$ 2,500.00	\$ 124.00	\$22,376.00	12	\$ 2,083.33
	L.T. 6480	Lot 2, Range 6	\$22,000.00	\$ 2,200.00		\$19,800.00	28.5	\$ 771.93
	L.T. 6989	Lot 12, River Range	\$15,000.00	\$ 1,500.00	\$ 35.00	\$13,465.00	8.5	\$ 1,764.70
Stafford F. Rogers,	L.T. 7748	Lot 3, Range 2	\$28,250.00	\$ 2,825.00	\$ 80.00	\$25,345.00	40.23	\$ 701.17
Edna Elsie Rogers								
Edna E. Rogers (2 options)	L.T. 7782	Lot 4, Range 2	\$21,250.00	\$ 2,125.00	\$ 80.00	\$19,045.00	30.33	\$ 700.63
	L.T. 8149	Lot 3, Range 5	\$55,500.00	\$ 5,550.00	\$ 180.00	\$49,770.00	40.33	\$ 1,373.67
Clarence Rogers (2 options)	C.P. 2655	Lot 12, River Range	\$25,000.00	\$ 2,500.00	\$ 120.00	\$22,380.00	3/4	\$18,750.00
	C.P. 2450	Lot 15, River Range	\$ 9,000.00	\$ 900.00	\$ 25.00	\$ 3,075.00	5.5	\$ 1,636.36
Leslie Roy Rogers C.P. 340		Lot 2, Range 5	\$45,000.00	\$ 4,500.00	\$ 200.00	\$40,300.00	40.52	\$ 1,110.56
Lydia Rogers	L.T. 7914	Lot 5, Range 5	\$ 7,000.00	\$ 700.00	\$ 120.00	\$ 6,180.00	10	\$ 700.00
William Ray Rogers	C.P. 3743	Lot 2, Range 5	\$35,500.00	\$ 3,550.00	\$ 200.00	\$31,750.00	40.52	\$ 876.11



J 10  
67

1

6

3

1.

Wray Rogers C.P. 1154 Lot 6, Range 3 \$35,000.00 \$ 3,500.00 \$ 250.00 \$ 31,250.00 20  
Jordine F. Rogers

1. C. Pennington, L.T. 6753 Administrator of estate of Incom- petent Persons for William A. Boxers	Lot 4, Range 6	\$28,364.00
	Lot 1, Range 2	\$37,681.00
	Lot 15, River Range	\$32,280.00

D.P. 2654	Lot 12, River Range	<u>\$19,908.00</u>	<u>16.59</u>	<u>137.84</u>	<u>\$106,069.70</u>	<u>857.75</u>
-----------	------------------------	--------------------	--------------	---------------	---------------------	---------------

Meodore	Stone	C.P. 2871	Lot 14, River Range	\$18,443.00	\$1,844.30	\$125.00	\$16,473.70	.66	whole parcel
---------	-------	-----------	------------------------	-------------	------------	----------	-------------	-----	--------------

Mr. Helen L.T. 6516 Lot 5, Range 5 \$14,900.00 \$ 1,490.00 \$ 114.00 \$ 13,296.00 7 \$ 2,228.57 Walker

Dorothy Maste	C.P. 490	Lot 16, River Range	\$65,000.00	\$ 6,500.00	\$ 75.00	\$ 58,425.00	29	♦	2,241.38
---------------	----------	---------------------	-------------	-------------	----------	--------------	----	---	----------

State White C.P. 489 Lot 1, Range 5 \$30,000.00 \$ 3,000.00 \$ 168.00 \$26,832.00 34.58 \$ 867.55

5  
\$ 125.00  
\$ 3,475.00  
\$ 400.00  
\$ 4,000.00  
\$ 1,100.00  
\$ 800.00

10

C.P. 2441 C - 106025	5	\$ 8,000.00	\$ 600.00	\$ 7,040.00	\$ 160.00	\$ 600.00
----------------------	---	-------------	-----------	-------------	-----------	-----------





1.	2.	3.	4.	5.	6.	7.	8.	9.
Watson White (2 options)	C.P. 2914	Lot 7, Range 3	\$15,235.00	\$ 1,523.50	\$ 140.00	\$13,571.50	20	\$ 761.85
	{L.T. 5690	Lot 1, Range 5	\$13,250.00	\$ 1,325.00	\$ 22.00	\$11,903.00	11	\$ 1,204.54
	{L.T. 6617	Lot 1, Range 5						
	Daisy H. Williams C.P. 3742	Lot 6, Range 2	\$ 9,000.00	\$ 900.00	\$ 135.00	\$ 7,965.00	9 1/3	\$ 964.63
	Lloyd Francis Williams	C.P. 2454	Lot 2, Range 4	\$24,500.00	\$ 2,450.00	\$ 170.00	35	\$ 700.00
	C.P. 2434	Lot 7, Range 4						
	Florence Williams L.T. 7567	Lot 5, Range 6	\$45,000.00	\$ 4,500.00	\$ 165.00	\$40,335.00	20 1/4	\$ 2,222.22
	L.T. 6869 & C.P. 701	Lot 7, Range 6						
	ernet Williams	L.T. 8465	Lot 7, Range 6	\$50,000.00	\$ 5,000.00	\$ 142.00	20.92	\$ 2,390.06
	Harold F. Williams	C.P. 3741	Lot 6, Range 2	\$ 9,000.00	\$ 900.00	\$ 135.00	9 1/3	\$ 964.63
	Ward L. Leroy Administrator, Henry Williams Estate	L.T. 5670	Lot 2, Range 4	\$11,900.00	\$ 1,190.00	\$ 120.00	10	\$ 1,190.00
	Lawrence Williams C.P. 2880	Lot 3, Range 7	\$42,500.00	\$ 4,250.00	\$ 150.00	\$38,100.00	8.7	\$ 4,862.07
	C.P. 2870	Lot 14, River Range						
	L.T. 7500	Lot 16, River Range						







SCHEDULE "C"

Description of land in leases granted to Sun Oil Company,  
both dated April 24, 1947.

PART ONE

ALL AND SINGULAR that certain parcel or tract of land lying and being in the said Indian Reserve and being composed of all that part of Lot number 6 in Range 6 as said lot is shown on a plan of survey by S. Bray, an Ontario Land Surveyor, and dated the 7th day of October, 1893, of record under number T 101 in the Indian Affairs survey records, Department of Mines and Resources, Ottawa; said parcel of land being more particularly known and described as follows:

COMMENCING at a point in the south-west angle of said Lot 6; thence easterly along the southerly limit of the said lot to the easterly limit of the said lot; thence northerly along the easterly limit of the said lot to the dividing line between the north and south halves of said lot; thence westerly along the dividing line between the north and south halves of said lot twenty rods to a point; thence northerly and parallel with the easterly limit of the said lot a distance of eight rods; thence easterly and parallel with the northerly limit of the said lot to the easterly limit of the said lot; thence northerly along the easterly limit of said lot to the north limit of the said lot; thence westerly along the northerly limit of said lot to the westerly limit of the said lot; thence southerly along the westerly limit of the said lot to the place of beginning, containing approximately eighty acres (80) more or less.

PART TWO

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the unsurrendered portion of the Sarnia Indian Reserve number 45 in the Township of Sarnia in the County of Lambton and in the Province of Ontario, and being composed of all that part of Lot number C in Range 7 as said lot is shown on a plan of survey by S. Bray, an Ontario Land Surveyor, and dated the 7th day of October 1893, of record under number T 101 in the Indian Affairs Survey Records, Department of Mines and Resources, Ottawa; said parcel of land being more particularly known and described as follows:



COMMENCING at the northerly limit of said Lot C; thence in a southerly direction along the easterly limit of Highway Number 40 to a point in said Lot C, which point would intersect the southerly limit of Lot number 22, River Range produced easterly; thence south and easterly in a straight line to the south west angle of the north half of Lot 5 in Range 6; thence northerly and following the easterly boundary of said Lot C to the place of beginning, containing approximately thirty-two (32) acres more or less.



(195)

AGREEMENT OF SALE made in quadruplicate this 11th day of March 1959  
BETWEEN:

PINEWOOD INDUSTRIES LIMITED,  
a corporation having its head office  
in the City of Toronto, Province of  
Ontario, (hereinafter called the "Vendor"),

OF THE FIRST PART

- and -

THE HYDRO-ELECTRIC POWER COMMISSION OF  
ONTARIO,  
(hereinafter called the "Purchaser"),

OF THE SECOND PART

WHEREAS the lands described in Schedule "A" hereto and the Plan  
hereunto annexed are part of the Sarnia Indian Reserve Number 45  
situate in the County of Lambton, in the Province of Ontario, title to  
all lands in said Reserve being presently vested in Her Majesty the  
Queen in the right of Canada under and subject to the provisions of  
the Indian Act, being chapter 149 of the Revised Statutes of Canada  
1952 and amending Acts, for the use and benefit of the Sarnia Band  
of Indians;

AND WHEREAS the said Indian Act provides for surrender by any  
Band of Indians to Her Majesty of any right or interest of the Band  
and its members in an Indian Reserve upon such terms as may be set  
out in the said surrender and approved for acceptance by the Governor  
in Council;

AND WHEREAS by instrument of surrender dated the 26th day of  
January 1959 the Chief and Councillors of the said Sarnia Band of  
Indians did surrender unto Her Majesty the Queen in the right of Canada  
certain tracts of land in said Sarnia Indian Reserve Number 45 (in-  
cluding the lands described in Schedule "A" hereto) comprising in all  
approximately 3,100 acres in trust to sell the same to the Vendor  
subject, however, to all existing rights of way and easements and to  
certain leases in favour of Sun Oil Company Limited affecting part  
of the lands described in Schedule "A" hereto;

28/3/1959



73  
AND WHEREAS the Minister of Citizenship and Immigration is authorized by the said Indian Act to sell or otherwise dispose of reserve lands surrendered by a Band of Indians in accordance with said Act and the terms of the surrender, and the said Minister has intimated that she will recommend to the Governor in Council approval of the said surrender by the said Sarnia Band of Indians and the sale to the Vendor of the lands so surrendered;

AND WHEREAS the said terms of surrender provided, and the Agreement of Sale pursuant thereto to be entered into between the Minister of Citizenship and Immigration and the Vendor will provide, that the Vendor will be entitled to receive Conveyances from time to time of portions of the lands covered by said surrender and Agreement free from encumbrance upon payment of the portion of the entire purchase price for all said lands attributable by said terms of surrender to the particular portions so to be conveyed, and that pending construction and development of the new Village on other lands retained by the Band and not surrendered the locatees or other occupants of the lands surrendered (other than those on the lands to be immediately conveyed to the Purchaser hereunder) shall be entitled to remain in such occupation with all necessary roads or rights of way undisturbed;

AND WHEREAS the Purchaser has been duly authorized by Order of the Lieutenant Governor of Ontario in Council, pursuant to The Power Commission Act, to acquire by purchase from the Vendor the lands described in Schedule "A" hereto on the terms hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH and the parties hereto agree as follows:

I. The Purchaser agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the lands described in Schedule "A" hereto being part of the Sarnia Indian Reserve in the said County of Lambton comprising 176.4 acres more or less at the price of One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000) payable upon the execution and delivery hereof to Imperial Bank of Canada.

580/2  
19 KJ



in escrow, the whole upon and subject to the following terms and conditions:

1. The exact acreage and legal description of said lands shall be as determined within 21 days from the date hereof by Ontario Land Surveyors to be employed by the Purchaser.
2. The sale and purchase hereunder is conditional upon:
  - (a) an Order being duly made by the Governor in Council under the said Indian Act approving the terms of the said surrender by the Sarnia Band of Indians and the delivery to the Purchaser before the time of closing (hereinafter mentioned) of a duly certified copy of said Order accompanied by a certificate of the Superintendent or other authorized officer of the Department of Citizenship and Immigration that all requirements of the said Indian Act have been duly fulfilled and complied with in connection with the said surrender, together with a certified copy of the Agreement of Sale to be entered into between the Minister of Citizenship and Immigration and the Vendor pursuant to said surrender and said Order of the Governor in Council, under the terms of which Agreement the Vendor shall be given the right to execute and deliver to the Purchaser registrable conveyances of the lands referred to in Schedule "A" hereto in accordance with the terms hereof;
  - (b) the documents referred to in the preceding sub-Clause (a) being, and it is hereby agreed that they shall be, deemed conclusive evidence that all requirements of the Indian Act in connection with the said surrender and the said Agreement of Sale to the Vendor have been duly fulfilled and complied with, and of the right of the Crown in the right of Canada and of the Vendor respectively, to grant

1978  
IP



and give the required conveyances of the lands hereby agreed to be sold to the Purchaser;

(c) there being delivered to the Purchaser at the time of closing duly executed and registrable conveyances, in accordance with the terms hereof of all the lands referred to in Schedule "A" hereto, except lands of or in which Telford Adams is locates or otherwise interested in Lot 2, Range II, Lot 1, Range III and Lot 2, Range III as coloured brown shown on the plan annexed hereto but to the extent only that such lands are included in the areas for transmission lines running South and South-East respectively from the proposed site for Transformer Station, as such areas are shown on said annexed plan or as they or any of them may be relocated in accordance with Clause II. 1. hereof; the said excepted lands being hereinafter referred to as the "remaining lands" as distinguished from the lands to be immediately conveyed to the Purchaser at the time of closing as aforesaid.

(d) One Million Two Hundred thousand Dollars (\$1,200,000.) of the purchase price mentioned in Clause I hereof being released from escrow and paid or credited by Imperial Bank of Canada to the Vendor upon delivery to the Purchaser at the time of closing of duly executed and registrable conveyances of the lands to be immediately conveyed as mentioned in the preceding sub-Clause (c), and upon the said Bank receiving an acknowledgment in writing from the Purchaser or its counsel or solicitor or a certificate from Messrs. White, Bristol, Beck & Phipps, Toronto, that such conveyances have been duly registered by or on behalf of

SMW

1/4



the Purchaser in the appropriate land registry office,  
the Purchaser hereby agreeing to exercise due diligence  
and promptitude in connection with such registration;  
and

(e) the balance of said purchase price, namely the sum of  
Fifty Thousand Dollars (\$50,000.00), being held by  
Imperial Bank of Canada in escrow from and after the  
time of closing subject to release to the Vendor when  
the Vendor shall have delivered to the Purchaser one  
or more duly executed and registrable conveyances, in  
accordance with the terms hereof, of the said remaining  
lands or portions thereof and when the said Bank shall  
have received acknowledgment in writing from the  
Purchaser or a certificate from Messrs. White, Bristol,  
Beck & Phipps that such conveyance or conveyances has  
or have been duly delivered to the Purchaser and  
registered by it or on its behalf as provided and in  
accordance with the preceding sub-Clause (d), it being  
understood and agreed that

- (1) the amount to be released from escrow in respect  
of any such conveyance of less than the whole of  
said remaining lands shall be such proportion of  
the whole of said escrow sum as the area of the  
lands covered by such conveyance bears to the  
total area of said remaining lands, and
- (2) that all said remaining lands shall be duly convey-  
ed to the Purchaser by conveyances delivered to it  
in accordance with the terms hereof, within  
eighteen (18) months from the date hereof.

II. The Purchaser hereby undertakes and agrees:

1. to re-locate the area for transmission lines shown on said  
annexed Plan as running South from the proposed Transformer Station  
and parallel to the road allowance between Ranges III and IV so that

308  
J.C.



the centre line thereof as so relocated shall be at least 250 feet East of the centre line as shown on said Plan, and further East if the Purchaser, in its sole discretion and after consultation with the Vendor, so decides;

2. that if any existing road or right of way over the areas for transmission lines to be conveyed to the Purchaser hereunder shall be closed or additional rights of way are required over said areas, by reason of sales by the Vendor to third parties of lands in said Reserve or otherwise, the Purchaser will at the request of the Vendor grant alternative or new rights of way (as the case may be) over said areas, PROVIDED THAT the location of such rights of way shall be subject to the approval of the Purchaser (which shall not be unreasonably withheld) and that no portion of any such right of way shall be closer than 25 feet to any transmission tower, pole or other structure of the Purchaser.

III. The Purchaser shall have 15 days from the date hereof to investigate the title at its own expense, whereafter the Vendor's title shall be deemed to have been accepted, unless within said time the Purchaser shall have furnished the Vendor in writing with any valid objection to title (subject to sub-Clause (b) of Clause I. 2 hereof) which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive in which case this Agreement shall be null and void.

IV. Subject to Clauses I and II hereof this transaction of purchase and sale shall be completed on or before the 15th day of April 1959 (herein referred to as the "time of closing") or at such other date as may be agreed to by the parties. Vacant possession shall then be given to the Purchaser of the lands to be immediately conveyed hereunder except:

1. the residences of Indians on any of the said lands, possession of which shall be given the Purchaser on or before the 30th day of September 1959; and *W. J. J.*



78  
other  
2. / lands on or of which Indians are located on in occupation, possession of which shall be given the Purchaser on or before the 25th day of May 1959.

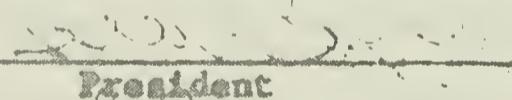
Vacant possession of the remaining lands shall be given to the Purchaser on delivery to it of conveyances therefor pursuant to Clause I 2 (e) hereof. Unearned taxes and all local improvements and water rates (if any) shall be apportioned and allowed to date of closing. The Purchaser shall not be entitled to call for the production of any title deeds, abstract or other evidence of title except as aforesaid or as may be in the possession of the Vendor, and the deeds or conveyances from the Vendor to the Purchaser shall not contain any covenant or warranty as to title, save covenants that the Vendor has done no act to encumber the lands and for further assurances not inconsistent to the sub-Clause (b) of Clause I. 2 hereof.

V. Time shall be of the essence of this Agreement.

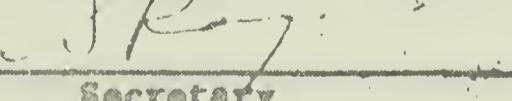
VI. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties hereto have executed these presents under their corporate seals, attested by the hands of their respective officers thereunto duly authorized, as of the day and year first above written.

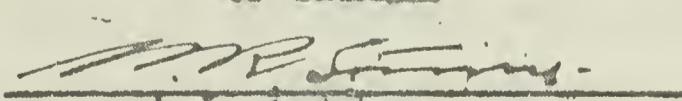
DIMENSIONAL INVESTMENTS LIMITED

  
President

C/S

  
Secretary

THE HYDRO-ELECTRIC POWER COMMISSION  
OF ONTARIO

  
Vice Chairman

  
Secretary

ONTARIO HYDRO
March 12 1959
W. Abbott All
ASSISTANT SECRETARY
March 12 1959
D. Steele
.....
.....
.....



79  
SCHEDULE "A"

Lands in the Sarnia Indian Reserve Number 45 comprising approximately 176.4 acres as shown outlined in red on the annexed print of Plan Number 800-3411-1 dated February 16, 1959 prepared by the Survey Department of The Hydro-Electric Power Commission of Ontario, except for:

1. The reservation to the Crown in right of Canada of all mines and minerals thereon or thereunder;
2. Lands heretofore conveyed to or taken or occupied by any railway or railway company;
3. The portion of said lands shown on said Plan as crossing lands of Canadian National Railway Company in Lot 7 Range IV, and
4. all existing roads or road allowances; SUBJECT, HOWEVER to all existing rights, easements and leases heretofore granted by the Crown in the right of Canada and affecting any of said lands and, in particular but without limiting the generality of the foregoing, to two certain leases to Sun Oil Company Limited, dated April 24, 1947 as follows:

(a) All of Lot 6 Range 6 - registered May 29, 1947 as No. 25166, and

(b) part of Lot "C" Range 7;

AND SUBJECT TO the reservation of rights of way at locations specified by the Vendor or required by the Superintendent or Indian Agent at Sarnia across any of said lands (other than the portion thereof shown hatched in red on said annexed Plan) in favour of the Sarnia Band of Indians and/or loctees, licensees, lessees, owners or occupants of adjacent lands to provide ingress and egress thereto and therefrom and access to roads or other holdings, PROVIDED THAT the location of all such rights of way shall be subject to the approval of said Power Commission (which shall not be unreasonably withheld) and that no portion of any such right of way shall be closer than 25 feet to any transmission tower, pole or other structure of said Power Commission.

-11- 100%



Agreement dated March 11, 1959

RETHAK

PROFESSIONAL INVESTMENTS LIMITED

Vendor

- and -

THE HYDRO-ELECTRIC POWER COMMISSION  
OF ONTARIO

Purchaser

---

Sale of part of Sarnia Indian  
Reserve lands

---

White, Bristol, Beck & Phipps,  
325 Bay Street,  
Toronto 1, Ontario.

LO





















